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TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, [redacted] 1961

No. [redacted] 33

CHARLES DOWD BOX CO., INC., PETITIONER,

vs.

JOHN F. COURTNEY, ET AL., ETC.

ON WRIT OF CERTIORARI TO THE SUPERIOR COURT OF THE COMMONWEALTH OF MASSACHUSETTS

PETITION FOR CERTIORARI FILED JANUARY 9, 1961
CERTIORARI GRANTED FEBRUARY 20, 1961

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, ~~1960~~ 1961

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INDEX

	Original	Print
Record from the Superior Court of the Commonwealth of Massachusetts in and for the County of Worcester		
Bill of complaint	1	1
Exhibit "A"—Stipulation extending collective bargaining agreement	6	6
Exhibit "B"—Notice of May 28, 1957 as to retroactive effect of wage increases	7	7
Exhibit "C"—Agreement dated May 20, 1957 between Charles Dowd Box Company, Inc., and the United Steelworkers of America, AFL-CIO	7	7
Appendix "A"—Check-off authorization	31	31
Appendix "B"—Schedule of job classifications and rates of pay for each job classification	33	33
Appendix "C"—Plant Rules	34	36
Exhibit "D"—Notice terminating wage increase	38	39

RECORD PRESS, PRINTERS, NEW YORK, N. Y., APRIL 24, 1961

	Original	Print
Record from the Superior Court of the Commonwealth of Massachusetts in and for the County of Worcester—Continued		
Defendant's demurrer and answer to plaintiffs' bill of complaint	39	40
Interlocutory decree on demurrer	44	44
Appeal from decree overruling defendant's demurrer	44	44
Interlocutory decree for reference to a master	44	44
Master's report	45	45
Exhibit 4—Notice of June 5, 1957 of pay increase	54	54
Exhibit 6—Notice of August 30, 1957 that no further pay adjustments will be made	55	55
Defendant's motion to dismiss for want of jurisdiction	77	56
Interlocutory decree denying motion to dismiss bill for want of jurisdiction	78	56
Appeal from decree denying defendant's motion to dismiss for want of jurisdiction	78	57
Stipulation as to wages	93	57
Final decree	103	58
Appeal from final decree	108	63
Docket entries	109	64
Proceedings in the Supreme Judicial Court for the Commonwealth of Massachusetts	115	68
Rescript	115	68
Opinion, Wilkins, Ch. J.	116	69
Final decree after rescript by Superior Court of Worcester County	122	73
Clerk's certificate (omitted in printing)	129	78
Order allowing certiorari	130	79

[fol. 1]

IN THE SUPERIOR COURT OF THE COMMONWEALTH OF MASSACHUSETTS IN AND FOR THE COUNTY OF WORCESTER

In Equity No. 122913

JOHN F. COURTNEY, THEODORE J. PLOTCZYK, CLIFFORD G. ALLARD, ROBERT P. PRENDIVILLE, JOHN J. KAVORKIAN and ROY STEVENS, Plaintiffs,

—v.—

CHARLES DOWD BOX CO., INC., Defendant.

BILL OF COMPLAINT—Filed September 9, 1957

Your Plaintiffs Respectfully Represent That:

1. The Plaintiff, John F. Courtney, is a resident of Worcester, County of Worcester, Commonwealth of Massachusetts and is the duly elected President of Local 5158 of the United Steelworkers of America, AFL-CIO (hereinafter called the "Local"), a voluntary unincorporated association existing under a charter of the United Steelworkers of America, AFL-CIO (hereinafter called the "United"), having its principal and general offices in the City of Pittsburgh, Alleghany County, State of Pennsylvania; the Plaintiff Theodore J. Plotczyk is a resident of Worcester, County of Worcester, Commonwealth of Massachusetts and is the duly elected Vice President of the Local and an employee of the Defendant; the Plaintiff Clifford G. Allard is a resident of Worcester, County of Worcester, Commonwealth of Massachusetts and is the duly elected Recording Secretary of the Local and an employee of the Defendant; the Plaintiff Robert P. Prendiville is a resident of Worcester, [fol. 2] County of Worcester, Commonweath of Massachusetts and is the duly elected Financial Secretary of the Local and an employee of the Defendant; the Plaintiff John J. Kavorkian is a resident of Worcester, County of Wor-

cester, Commonwealth of Massachusetts and is the duly elected Treasurer of the Local and an employee of the Defendant; the Plaintiff Roy Stevens is a resident of the City of Worcester, County of Worcester, Commonwealth of Massachusetts and is an International Representative of the United. All of the aforesaid Plaintiffs are members in good standing of the United.

2. The other members of the said Local and the said United are too numerous to be set forth herein individually, but the Plaintiffs herein mentioned fairly and adequately represent the interests of the entire membership of the Local and the United.

3. The Defendant is a corporation organized by law and located in the City of Worcester, County of Worcester, Commonwealth of Massachusetts (hereinafter called the "Employer").

4. The Local is a voluntary unincorporated association which is a constituent part of, and which exists by virtue of, a charter duly issued by the United.

5. The Employer employs approximately one hundred and twenty-three (123) employees in the collective bargaining unit represented by the Local.

6. For approximately two (2) years, the Employer and the United have had a contractual relationship with regard to wages, hours and conditions of employment of the employees within the collective bargaining unit.

7. Collective bargaining negotiations were conducted between duly authorized representatives of the Local and the United with duly authorized representatives of the Employer which negotiations concluded on May 21, 1957, on which date a stipulation was entered into by and between said representatives agreeing to extend the collective bargaining agreement then in effect until November 19, 1958, a copy of which Stipulation is annexed hereto and marked "Exhibit A".

8. By notice dated May 28, 1957, a copy of which is [fol. 3] annexed hereto and marked "Exhibit B", the Employer announced that the negotiated wage increase would

be paid June 6, 1957 retroactive to May 20, 1957, and thereafter made said payments.

9. On August 2, 1957, the United received from the employer a collective bargaining agreement signed by a duly authorized representative of the Employer, Dave C. Dowd, Vice President of the Company and member of the Company's negotiating committee, said agreement effective May 20, 1957 and expiring November 21, 1958 (Article XXIV, page 24). A copy of said collective bargaining agreement signed by a duly authorized representative of the Employer and duly authorized representatives of the Local and the United is attached hereto and marked "Exhibit C".

10. The Employer complied with the terms and provisions of Exhibit C until September 4, 1957, when it posted a notice advising its employees and members of the Local that the rates of pay in effect as of May 18, 1957 would be thereafter paid, thereby terminating further payments of wages in accordance with Exhibit C. A copy of said notice is attached hereto and marked "Exhibit D".

11. The Plaintiffs allege that the Employer will not comply with any of the terms of the collective bargaining agreement, marked Exhibit C, and that the Employer refuses to recognize the validity and effectiveness of the said agreement. The said agreement, Exhibit C, contains provisions with respect to:

a) Safety and health—Article VI, page 6.

b) Work schedule and lunch period—Article VII, page 7.

c) Wash-up time—Article VII, pages 7 and 8.

d) Pay for jury duty—Article VII, page 8.

e) Pay for day of plant injury—Article VII, page 8.

f) Access to the plant premises by representatives of the United—Article X, page 9.

g) Agreement that employees will not be summarily discharged nor discharged without just cause—Article XII, pages 9 and 10.

h) Vacations—Article XV, pages 11 and 12.

i) No strikes and lockouts—Article XVI, page 13.

j) Seniority—Article XVII, pages 13, 14, 15 and 16.

k) Wages—Article XVIII, pages 16 and 17.

l) Insurance—Article XIX, pages 17, 18 and 19.

[fol. 4] m) Union shop and checkoff—Article XX, pages 19, 20 and 21.

n) Overtime premium pay—Article XXIII, pages 22, 23 and 24.

o) Holidays—Article XXIII, Sec. 7, page 24.

12. The Plaintiffs and other members of the Local and the United, for whom they adequately and fairly represent, have no complete, plain and adequate remedy at law.

13. The Plaintiffs further allege that the acts of the Employer aforesaid may result in immediate and substantial and irreparable injury to the Plaintiffs and members of said Local and United, and further allege that time is of the essence in this matter.

14. The Plaintiffs further allege that as to each item of relief prayed for, far greater injury will be inflicted upon the Plaintiffs and those whom they represent by the denial than upon the Defendant by the granting of relief.

15. The Plaintiffs allege that there is no labor dispute in existence between the Employer and the United in that the subject matter of this Bill of Complaint does not involve or grow out of a labor dispute defined in General Laws, Chapter 149, section 20 (c); that the subject matter of this Bill of Complaint does not come within the terms of General Laws, Chapter 214, section 9(a); that the provisions of General Laws, Chapter 214, section 9, are applicable to the subject matter of this Bill of Complaint; that in accordance with General Laws, Chapter 214, Section 9, immediate and irreparable loss or damage will result to the Plaintiffs before this Bill of Complaint can be heard on notice.

16. The Plaintiffs further allege that the Employer is in violation of General Laws, Chapter 149, section 148 in that wages earned by the employees of the Employer and, in particular, the employees hereinbefore listed have not been paid in accordance with said General Laws, Chapter 149, section 148.

Wherefore, The Plaintiffs pray that:

a) a temporary restraining order and preliminary in- [fol. 5] junction issue restraining the Defendant, its agents, servants and attorneys from terminating the existing collective bargaining agreement;

b) a temporary restraining order and preliminary injunction issue restraining the Defendant, its agents, servants and attorneys from terminating the existing collective bargaining agreement until a hearing has been held on the merits of this case;

c) a temporary mandatory order and preliminary mandatory injunction issue ordering the Defendant to continue in effect the full provisions of the collective bargaining agreement;

d) the rights of the Plaintiffs and the other members of the Local and the United whom they fairly and adequately represent in this collective bargaining agreement be established and determined;

e) the Defendant be made to account to the Plaintiffs for all of the monies that may be due them;

f) the damage of the Plaintiffs as individuals arising from the acts of the Defendant terminating the existing collective bargaining agreement be established and determined;

g) a decree issue ordering specific performance of the collective bargaining agreement by the Defendant;

h) a permanent injunction issue awarding the Plaintiffs individually and in their respective capacity the same relief as above prayed for in the form of temporary restraining orders, temporary mandatory orders, preliminary mandatory injunctions and preliminary injunctions;

i) in accordance with General Laws, Chapter 149, section 149, this Honorable Court issue a summons to said Employer to appear and show cause why a warrant should not issue against him for violation of General Laws, Chapter 149, section 148.

j) such other and further orders as to this Honorable Court may seem meet and proper.

Respectfully submitted,

Roy Stevens

[fol. 6] *Duly sworn by Roy Stevens, jurat omitted in printing.*

"EXHIBIT A" TO BILL OF COMPLAINT

STIPULATION

The Charles Dowd Box Co., Inc. and the United Steelworkers of America hereby agree to extend the collective bargaining agreement dated June 25, 1955 and the stipulation dated May 19th, 1956 and all other stipulations until November 19th 1958 with the following amendments:

1) 13 cents wage increase.

2) One additional holiday.

3) Elimination of the rate range within 90 days.

4) Vacations to be computed on an anniversary basis.

The above parties hereby set their hands and seal on this 21st day of May, 1957.

United Steelworkers of America

/s/ John J. Andonian, Rep.
/s/ John F. Courtney, Pres.

Charles Dowd Box Co., Inc.

/s/ Dave C. Dowd, V. P.

[fol. 7]

"EXHIBIT B" TO BILL OF COMPLAINT

May 28, 1957

NOTICE

Due to certain bookkeeping difficulties, the newly negotiated wage increases will not be in your pay check until June 7, 1957. However, since it is retroactive, when you receive it, it will be accumulated back to May 20, 1957

ANNA DOWD

"EXHIBIT C" TO BILL OF COMPLAINT

—copy—

AGREEMENT

This AGREEMENT, made and entered into this 20th day of May, 1957 is by and between the CHARLES DOWD BOX COMPANY, INC. (hereinafter called the Company) and the UNITED STEELWORKERS OF AMERICA, AFL-CIO, (hereinafter called the Union).

The Company and the Union agree as follows:

ARTICLE I

Recognition

The term "Employee" as used in this Agreement applies only to those individuals employed on production and maintenance jobs (including "truck drivers") in the Worcester, Massachusetts, plant of the Company.

The term "Employee" does not apply to individuals employed as: Office,' clerical and professional personnel, ex-
[fol. 8] ecutives, sample maker, foreman, guards and other supervisors as defined by the Act.

The Union having been designated the exclusive collective bargaining representative of the employees, as defined above, the Company recognizes the Union as such exclusive collective bargaining representative in all matters of rates of pay, hours of work, and other conditions of employment.

ARTICLE II

Purpose and Intent of the Parties

The purpose of the Company and the Union in entering into this labor Agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment so as to promote orderly and peaceful relations with the employees, to achieve uninterrupted operations in the plant, and to achieve the highest level of employee performance consistent with safety, good health, sustained effort.

The Company and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and the Union. They believe also that proper attitudes are of major importance in the plant where day-to-day operations and administration of this Agreement demand fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that Company and Union officials, whose duties involved the negotiation of this Agreement, are not anti-union or anti-company but are sincerely concerned with the best interests and well-being of the business and all employees.

[fol. 9]

ARTICLE III

Supervisory Employees

Persons employed in any capacity not included in the bargaining unit shall not perform work customarily performed by employees of the bargaining unit. This provision shall not prohibit a supervisor from training or assisting employees, developing new methods or becoming familiar with the operation of new equipment. Supervisors may perform work in an emergency while no qualified employee is available.

No one employed in a supervisory capacity shall displace an employee in the bargaining unit unless such supervisor shall have first been transferred into the bargaining unit and his jobs rights there determined according to the Seniority provisions of this contract.

ARTICLE IV

Grievance Procedure

Any employee or group of employees who have a complaint will discuss such complaint with their immediate supervisor or foreman. The Union Steward may be present at this discussion. If the complaint is not satisfactorily settled within two working days of the date of discussion with the supervisor or foreman, it shall be reduced to writing on grievance forms provided for that purpose, and shall be handled in accordance with the following procedure:

Step 1: The written grievance shall be presented to the foreman by the appropriate steward or grievanceman, and the foreman shall give his answer in writing within two working days of the time the grievance is presented to him in writing. The aggrieved employee or employees may attend any discussions in this step of the grievance procedure if they so desire.

Step 2: If the written answer of the foreman is unsatisfactory, the grievance shall be appealed within two working days to the Assistant Superintendent of the plant. The Assistant Superintendent shall give the steward or grievanceman a written answer within three working days [fol. 10] of the time at which the written grievance is appealed to him. The aggrieved employee or employees may be present at any discussion in this step of the grievance procedure if they so desire. If the written answer of the Assistant Superintendent is not satisfactory, the grievance may be appealed in writing within three working days of the date on which the Assistant Superintendent's answer is received.

Step 3: If the grievance is so appealed, it shall be taken up at a meeting between the Grievance Committee of the Union, not to exceed three in number, and representatives

of the Company. Grievance meetings in this step of the grievance procedure shall be held weekly at a regular time and place to be established by mutual agreement of the parties. If no grievances have been appealed to the 3rd Step of the grievance procedure by forty-eight hours prior to the time established for the weekly grievance meeting, no such meeting need be held during the week.

The Company shall give a written answer on grievances appealed to the 3rd Step within five working days of the day on which the 3rd Step grievance meeting is held.

If the Company's written answer is not satisfactory, the grievance shall be appealed to a meeting between a representative of the International representative and a representative of the Company.

Representatives of the Union and of the Company in the 3rd Step of the grievance procedure may call as witnesses anyone whom they respectively believe to be essential to a discussion of the grievance.

Step 4: If the grievance is appealed to a meeting between an International representative and a representative of the Company, the Union shall request such meeting within five working days of the date on which the answer of the company in the 3rd Step of the grievance procedure was received by the Union.

Representative of the International Union and the representative of the Company may respectively have at the 4th Step grievance meeting as witnesses those persons whom they consider to be essential to a discussion of the grievance. The Company shall promptly give to the International Union a written answer to all 4th Step grievances.

[fol. 11] If the answer of the Company is unsatisfactory to the Union, the Union may within ten days after receipt of such 4th Step written answer, refer the grievance to arbitration in accordance with the rules and procedures of the American Arbitration Association. The decision of the Arbitrator in all cases shall be final and binding on both parties.

The arbitrator shall have the power to interpret and apply the provisions of this collective bargaining Agreement, but shall not have the authority to alter, amend, or otherwise change the provisions of this collective bargain-

ing Agreement. The expenses of the Arbitrator and the American Arbitration Association, in connection with any arbitration case, shall be paid equally by the Company and the Union.

Either the Company or the Union may use the foregoing procedure for the purpose of settling grievances. In appropriate cases the Company or the Union may institute grievance action in the 3rd Step of the foregoing procedure on any grievances having to do with the interpretation or application of the provisions of this collective Agreement, with respect to any group or groups of employees.

Any grievance not appealed to the next step of the above grievance and arbitration procedure within the respective time limit specified herein shall be considered settled and may not be reopened.

Union activities shall be carried on outside of working hours except for those activities necessary to administer the collective bargaining Agreement.

All grievances must be filed within thirty days of the date of occurence or the date of knowledge by the Union of the circumstances giving rise to the grievance.

ARTICLE V

Leaves of Absence

The Company shall grant leaves of absence up to one year to any employee who becomes ill or is injured. Such leave shall continue for the duration of the illness or injury or for one year, which ever is less.

Employees absent because of illness or injury for a [fol. 12] period of ten consecutive working days or more shall present a doctor's certificate on their return to work.

In the case of an illness or injury which extends for a period of more than one year, the question of whether or not (and if extended, how long) to extend the leave of absence beyond the year will be reviewed by the Company and the Union at the end of the year. An extension will not be unreasonably withheld by the Company.

Leaves of absence for a period not to exceed thirty days may be granted for urgent personal reasons. Leaves of absence granted pursuant to this provision shall be granted

uniformly unless to do so would interfere with the efficient operation of the plant.

Length of continuous service shall accumulate during all leaves of absence.

Union shall be notified in writing of all leaves granted and the reason there for.

Employees desiring a leave of absence for urgent personal reasons shall make written application for such leave to the Personnel Department.

ARTICLE VI

Safety and Health

The Company shall take all measures necessary properly to protect the health and safety of the employees, and shall provide adequate first aid facilities and supplies.

Subject to the Shop Rules, the Company shall provide the employees with all apparel and equipment necessary to protect their health and safety.

JOINT SAFETY COMMITTEE:

A Safety Committee, consisting of two employees designated by the Union and two Management members designated by the Company, shall be established. This Committee shall hold monthly meeting at times determined by [fol. 13] the Committee. The function of the Safety Committee shall be to advise with plant Management concerning safety and health matters but not to handle grievances. In the discharge of its functions, the safety committee shall: consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, and recommend adoption of new practices and rules. Advices of the Safety Committee, together with supporting suggestions, recommendations, and reasons, shall be submitted to the plant General Manager for his consideration and action.

ARTICLE VII

Miscellaneous

Smoking privileges and rest periods shall be continued in accordance with the present practice.

A joint Company-Union Committee shall be established to administer the proceeds of the coke and other dispensing machines, for the benefit of all persons employed by the Company.

WORK SCHEDULE AND LUNCH PERIOD

The regular work day shall begin at 6:50 a.m. and end at 11:10 p. m. for the present two shift operation, with one-half hour lunch periods of which twenty minutes will be paid. A ten minute coffee break will be allowed between 8:50' and 9:10 a. m. on the first shift. Lunch periods shall be taken between 11:30 and 12:30.

Second shift lunch periods shall be taken between 6:30 and 7:30 p. m. A ten minute coffee break will be allowed between 5:00 p. m. and 5:10 p. m.

WASH UP TIME

Each employee shall be permitted a wash up period of the last five minutes of his work schedule, where such ar-
[fol. 14] rangement is possible without interfering with the proper operation of the job.

PAY FOR JURY DUTY

An employee who is called to serve on a jury, shall be paid (for not more than thirty days) the difference between his jury duty fee and earnings lost by him by reason of such jury duty service.

PAY FOR DAY OF PLANT INJURY

If an employee is unable to work a full work day as a result of an injury in the plant, he shall nevertheless be paid for that day at eight (8) times his regular rate.

ARTICLE VIII

Military Service

If an employee is required or voluntarily enlists in the military service of the United States, the Company agrees that such employee shall be entitled to all benefits pertain-

ing to seniority rights, re-employment, or otherwise as provided in any present or future applicable law.

MILITARY PAY DIFFERENTIAL

When an employee, with at least one year of continuous service, attends two-week training periods of the Armed Forces, the National Guard or the Reserve, such employee shall be paid the difference between his regular Company pay and his military pay for such periods.

ARTICLE IX

Bulletin Boards

The Union shall have the right to post notices on the [fol. 15] bulletin boards in the plant after such notices have been cleared with the Personnel Director or the General Superintendent. Such notices shall be confined to the following items:

1. Notices of Union meetings.

2. Notices of Union elections, appointments and election results.

3. Union recreational or social affairs.

4. Such other notices of Union activities as may be mutually agreed upon.

ARTICLE X

Union Representative

A duly accredited representative of the Union shall have access to the plant at all reasonable times for the purpose of investigating or processing grievances, or conferring with Management.

The Union representative shall be accompanied by a representative of Management when Management so desires.

ARTICLE XI

Retroactivity

Grievances involving wage rates, loss of earnings or other benefits shall be retroactive to the date when such wage rate was changed, earnings adversely affected, or benefits lost.

ARTICLE XII

Discharge Cases

The Company agrees that an employee shall not be summarily discharged, but that in all instances in which the Company may conclude that an employee's conduct may justify suspension or discharge, he shall first be suspended and the Union notified immediately in writing. Such initial suspension shall be for not more than five calendar days. During this period of initial suspension the employee or the [fol. 16] Union may, if it is believed the employee has been unjustly dealt with, request in writing a hearing and a statement of the offense before the proper representatives of the Company and the Union. At such hearing the facts concerning the case shall be made available to both parties. After such hearing the Company may conclude that the suspension shall be converted into discharge, or, depending on the facts of the case, that such suspension may be affirmed, reduced, extended or revoked.

If the suspension is revoked, the employee shall be returned to employment and shall receive full compensation at his regular rate of pay for the time lost.

In the event the disposition shall result in either the affirmation or extension of the suspension or discharge of the employee, the employee may within five days after such discharge, allege a grievance, which shall be handled in accordance with the grievance procedure.

Final decision on all suspensions or discharge cases shall be made by the Company within five working days from the date of hearing of the grievance, if any, should it be determined by the Company or by an arbitrator, that the employee has been discharged or suspended unjustly, the Company shall reinstate the employee and pay full compensation at the employee's regular rate of pay for the time un-

justly lost. No employee shall be entitled to pay for time lost as the result of a justified suspension or discharge.

ARTICLE XIII

Discharge Grievances

A grievance involving the discharge of an employee or employees may be initiated by the Union at the last step in the grievance procedure prior to arbitration.

Such a grievance shall take precedence over all other pending grievances and shall be heard within four working days of the filing of the grievance.

[fol. 17]

ARTICLE XIV

Reporting and Call-in Pay

An employee who is instructed to report for work and finds his scheduled work not available, shall be given four hours of productive work at his regular hourly rate or at the rate of the job, whichever is higher, or four hours pay in lieu of work. Pay given in lieu of work shall be at the employee's regular straight time hourly rate. In the event the employee refuses to accept work offered him in accordance with the provisions set forth herein, such employee shall not be entitled to reporting pay.

Employees actively working and employees absent from work with proper excuse, who are not notified before quitting time on any work day not to report for work the succeeding work day, are deemed to be instructed to report for work. Employees absent from work without proper excuse when such notification is given, shall be deemed to have been instructed not to report for work.

If the failure to provide work is due to an Act of God or a condition beyond the control of the Company, the Company shall not be liable for reporting pay.

If an employee has completed his work for the day and has left the plant, and is then recalled to work by the Company, he shall be guaranteed a minimum of two hours work or two hours pay in lieu of work at either straight time or the proper premium rate, whichever is applicable.

ARTICLE XV

Vacations

Each employee with nine months but less than one year of continuous service with the Company shall receive one week's vacation with pay at thirty-five times the employee's regular hourly rate; each employee with one year but less than three years of continuous service with the Company shall receive one week's vacation with one week's pay; each [fol. 18] employee with three years but less than fifteen years of continuous service with the Company shall receive two weeks vacation with two weeks pay; each employee with fifteen or more years of continuous service with the Company shall receive three weeks vacation with three weeks pay. Each week of vacation pay shall be forty times the employee's regular hourly rate.

Length of continuous service shall be determined as of the date of hire. The Company shall pay additional vacation pay, if any, on each employee's anniversary date of hire, if additional vacation pay is earned, in accordance with the schedule as set forth in the preceeding paragraph.

Where there would be a conflict, preference as to the time of vacation shall be accorded in the order of seniority.

Vacations shall be taken between June 25th and October 1st of each year. Vacation pay shall be paid on the last pay day prior to the employee's actual vacation. If a paid holiday occurs during an employee's vacation, he shall receive holiday pay in addition to vacation pay.

To qualify for vacation with pay, an employee must have received thirty (30) pay checks (including vacation pay) during the twelve months prior to the time he takes his vacation.

The Company may designate a period of shutdown between June 25th and September 1st as part or all of the vacation period.

Where two consecutive weeks of vacation for any employee would interfere with the efficient operation of the plant, such employee's second week of vacation shall be scheduled for an alternative time which would not interfere with such efficient operation. The schedule of any such alternative vacations shall be determined not later than June 1st of the vacation year.

When justified by business conditions the Company in its discretion may request shorter vacation periods than provided for above. However, employees who qualify for vacation pay must take at least seven consecutive days of vacation from work. Any employee at his option may comply with the Company's request. In such cases, vaca- [fol. 19] tion pay shall be given on the last pay day prior to the week in which he would otherwise go on vacation.

ARTICLE XVI

Strikes and Lockouts

The applicable procedures of this Agreement will be followed for the settlement of all grievances.

A. There shall be no strikes, work stoppages or interruptions or impeding of work. No officer or representative, or member of the Union shall authorize, instigate, aid or condone such activities.

No employee shall participate in any such activities.

There shall be no lockouts.

B. In the event of a strike, work stoppage, slowdown, interruption or impeding of work on the part of any or all employees during the life of this Agreement and in the further event that such action is unauthorized by the International and/or Local Union, the Company agrees that there shall be no liability on the part of the International or Local Union or any of their officers or agents, provided that the International and Local Union meet the following conditions forthwith:

(1) Declare publicly at once that such action is unauthorized and notify the Company immediately in writing that said action is unauthorized.

(2) Promptly order its members to return to work.

(3) Promptly use all reasonable means at their disposal to end such unauthorized action.

ARTICLE XVII

Seniority

Sec. 1—The term "Seniority" as used in this Agreement applies to an employee's continuous service with the Company computed from the date of his hire or if the continuity of his service has been broken, as hereinafter set forth, from the date of his latest rehiring.

Sec. 2—In all cases of lay-off, recall, transfer, demotion or [fol. 20] promotion, an employee's seniority shall be the determining factor provided the senior employee has the ability to perform the required work in a reasonably satisfactory manner after a reasonable trial period, subject only to the provisions of Section 3 of this Article.

Continuous service shall be broken by:

(a) Quits his employment. An employee who quits in anger shall have a 48-hour cooling off period during which time he may request reinstatement. Only on the first of such occasions he will be reinstated without loss of seniority.

(b) Discharged for proper cause.

(c) Working for the Company outside of the bargaining unit as defined in Article I—Recognition—for a continuous period of more than three years.

(d) Failure to return to work within ten (10) days of mailing of registered mail notification to return. Must signify his intention to return within three (3) days of receipt of notification.

(e) Continuous lay-off for a period of two (2) years.

Sec. 3—Whenever a new vacancy exists in the bargaining unit, the Company shall post a notice on the bulletin boards for two (2) working days. This notice shall include the job title, rate of pay and notice that a vacancy exists.

Any employee who desires the vacancy may submit a written bid for the job within the two (2) work day posting period.

The vacancy shall be filled from among the bidders in the following manner:

Factors "A" and "B" shall be considered and where Factor "A" is relatively equal, Factor "B" shall be the determining factor.

"A". Ability to perform the required work.

"B". Length of continuous bargaining unit service.

The successful bidder shall not be considered permanently assigned to the job until after thirty (30) days on the job.

If there are no bidders, the Company may offer the job to any employee or hire a new employee. When the vacancy is on the first shift, the seniority of the successful bidder shall be measured against the seniority of incumbents on other shifts and preference as to shift shall go to the one with the greatest seniority.

[fol. 21] *Sec.* 4—The first thirty (30) days after date of hire shall be a probationary period during which the employee shall have no seniority and may be transferred or discharged as the Company may desire, without recourse to the grievance procedure.

If the employee is retained in the employ of the Company beyond the thirty (30) day period, he shall become a regular employee with seniority commencing as of the date of hire.

Sec. 5—Employees then occupying the offices of Local Union President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, and Grievance Committeemen, (not exceeding a total of eight [8] employees) shall have preferential seniority in all cases of lay-off or recall.

Whenever the work force is to be reduced and the reduction continues to the point at which an employee with preferential seniority would otherwise be laid off, he shall be retained at work by allowing him to displace the employee next above him in seniority whose work he can perform. The intent of this provision is to retain in active employment employees with preferential seniority for the purpose of continuity in the administration of the labor contract in the interest of employees so long as a work force is at work; provided that no employee with preferential seniority is retained in employment unless work which he can perform is available to him.

Sec. 6—In the event an employee is transferred outside of the bargaining unit (as defined in the 2nd paragraph—

Recognition) for a continuous period of three years or less, and he is transferred back into the bargaining unit within the three (3) year period, such employee shall retain only his seniority he shall have accumulated as an employee of the bargaining unit.

Sec. 7—Recalls from lay-offs shall be in the reverse order of lay-offs with preference given to employees having preferential seniority.

[fol. 22] ARTICLE XVIII

Wages

Effective May 20, 1957, the minimum hiring rates shall be as follows:

	Date of Hire	*After 30 days*	*After 60 days*
Job Class 13	$1.31	$1.41	$1.51
Job Class 12	1.41	1.51	1.61

Effective May 20, 1957 the rate for each job and the rate of pay for each employee shall be increased by thirteen cents (13¢) per hour.

Effective May 20, 1957, the schedule of Job Rates shall be as follows:

Job Class	*Minimum*	*Maximum*
1	$2.21 and up	
2	1.91	2.11
3	1.86	2.06
4	1.81	2.01
5	1.76	1.96
6	1.71	1.91
7	1.66	1.86
8	1.61	1.81
9	1.56	1.76
10	1.51	1.71
11	1.46	1.66
12	1.41	1.61
13	1.31	1.51

On or before August 19, 1957, the schedule of Job Rates for each Job Classification shall be as follows:

Job Classification	*Rate of Pay*
1	$2.21 and up
2	2.11
3	2.06
4	2.01
5	1.96
6	1.91
7	1.86
8	1.81
9	1.76
10	1.71
11	1.66
12	1.61
13	1.51

[fol. 23] On or before August 19, 1957, the Company agrees to increase the rate of pay of each employee whose rate of pay in their respective Job Classification is below the above schedule of Single Rates, to conform with such schedule of Single Rates.

When an employee shall be assigned temporarily, for the convenience of the Company, to work other than his regular work, he shall be paid his regular rate or the rate of the job to which he is assigned, whichever is the higher rate.

Whenever a new job is established or a substantial change occurs in an existing job, the rate for such job shall be negotiated by the parties. If the parties fail to agree, the rate shall be initially established by the Company but the Union shall have the right to file a grievance, subject to arbitration, respecting such rate. The rate established shall bear a proper relationship to existing rates.

ARTICLE XIX

Insurance

The following program of insurance shall be provided for all employees:

Employees:

1. Life $1000

2. A D & D $1000

3. Weekly Sickness or Accident Benefits, commencing on the first day of injury and on the eighth day of illness, and continuing for a maximum of 13 weeks for any one absence, with benefits according to the following schedule:

	Basic Weekly Earnings	*Weekly Accident & Sickness Indemnity*
Up to and including	$50.00	$31.50
Between $50.01 and	55.00	34.00
" 55.01 and	60.00	37.00
" 60.01 and	65.00	40.00
" 65.01 and	70.00	43.00
" 70.01 and	75.00	46.00
" 75.01 and	over	49.00

[fol. 24] 4. Daily Hospital Benefits $13.00 for a maximum of 70 days for any one hospitalization.

5. Hospital Extras $260.00 plus 75% of next $1,000.00.

6. Surgical Benefits at $300.00 schedule.

7. In Hospital Medical Benefits $5 per day for a maximum of 70 days.

8. Maternity Benefits, explain.

Dependents:

1. Daily Hospital Benefits as above.

2. Hospital Extras as above.

3. Surgical Benefits as above.

4. In-Hospital Medical Benefits as above.

5. Explain Maternity Benefits.

PAYMENT:

For the above benefits each employee who elects to participate will pay monthly one-half the cost of the coverage for the employee and one-half the cost of the coverage for his dependents, if any.

The Company will pay an equal amount for each employee.

Payments will be made once each month by payroll deduction.

INDIVIDUAL TERMINATION:

The obligation of the Company to provide insurance coverage for any employee and to contribute to the cost of such coverage shall terminate upon his indefinite layoff, discharge, quit or strike, provided that the Company matches the last payroll deduction for insurance made with respect to such employee. Coverage will be extended for sixty (60) days beyond his cessation from active work in the case of an employee out because of sickness or injury. If such absence extends beyond sixty (60) days, the employee must either pay his share of the insurance costs or make some other arrangement satisfactory to the Company if coverage is to be continued.

[fol. 25] DIVIDENDS:

Any dividends at the end of any year shall be applied so as to reduce the cost of insurance coverage in the ensuing year. The Union will be furnished with a copy of the annual statement of experience and dividends.

ARTICLE XX

Union Membership and Check-Off

A. UNION MEMBERSHIP:

1. All present employees of the Company shall thirty (30) days after the date of this Agreement become and remain members of the Union in good standing to the extent of paying the dues, initiation fees, and assessments uniformly charged all members.

2. Each employee hired on or after May 20, 1957 shall, as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union.

3. On or before the last day of each month the Union shall submit to the Company a certified list showing the name, department number and clock number of each employee who shall have become a member of the Union in good standing other than pursuant to Section A-2 above since the last previous list of such members was furnished to the Company. The Union shall furnish the Company not later than May 29, 1957, with a certified list of all employees who are then members in good standing of the Union.

For the purpose of this Section, an employee shall not be deemed to have lost his membership in the Union in good standing until the Financial Secretary of the Local Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the Company a notice in writing of that fact.

[fol. 26] B. CHECK-OFF

1. The Company will check off monthly dues, assessments and initiation fees each as designated by the International Secretary-Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards, the form of which hereto is annexed.

2. At the time of his employment the Company will suggest that each new employee voluntarily execute an authorization for the check-off of Union dues. A copy of such authorization card for the check-off of Union dues shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such employee.

3. New check-off authorization cards other than those provided for by Section B-2 above will be submitted to the Company through the Financial Secretary of the local Union on or before the last day of each month.

4. Deductions on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month in which the Company receives such authorization cards or in which such cards become effective, whichever is later. Dues for a given month shall be deducted from the first pay closed and calculated in the succeeding month.

5. In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings.

6. The Financial Secretary of the Local Union will be notified of the reason for non-transmission of dues in cases of lay-off, discharge, resignation, leave of absence, sick leave, retirement, death or insufficient earnings.

7. The Company will deduct initiation fees when notified by notation on the lists referred to in paragraph 3 of this Section and assessments as designated by the International Secretary-treasurer. With respect to check-off authorization cards submitted directly to the Company, the Company will deduct initiation fees unless specifically requested not [fol. 27] to do so by the Financial Secretary of the Local Union. The Local Union shall be provided with a list of those employees for whom initiation fees have been deducted.

ARTICLE XXI

Management Prerogatives

The Union hereby recognizes that the Company has the sole jurisdiction over all matters concerning the management of the plant, including but not limited to: location of plants, products and quantities thereof to be manufactured, processes and methods of manufacturing, sources of materials and supplies, disposition of products, standards of inspection, hiring and supervision of the working force.

The Company shall also, subject to the provisions of this Agreement, have sole jurisdiction concerning: rehiring, transfer promotion and demotion, discipline, suspension or

discharge for proper cause, relieving employees from duty because of lack of work or for other legitimate reasons, scheduling of work and rules for the conduct of employees and operation of the plant.

ARTICLE XXII

Shop Rules

It is understood and agreed that employees shall comply with the Company's existing rules and regulations and with such new rules and regulations as the Company may establish from time to time.

If a rule or regulation should be adopted by the Company it shall be consistent with this Agreement and notice thereof shall be given to the Union at least four work days prior to the effective date of such new rule or regulation. The posting of any new rule or regulation on the Company's Bulletin Boards for two (2) work days shall constitute sufficient notice to employees of such new rule or regulation.

All employees shall promptly and efficiently execute the reasonable instructions and orders of foremen and of other [fol. 28] supervisors, and comply with all Company rules and regulations. If the employee believes that any reasonable instruction, order, rule or regulation conflicts with the provisions of this Agreement, he shall nevertheless comply with the same to the best of his ability, pending disposition of his case through the grievance and arbitration procedure of this agreement.

The Company will promptly furnish to the Union a copy of each formal disciplinary notice issued to an employee.

ARTICLE XXIII

Hours, Overtime and Premium Pay

Sec. 1. The provisions of this section are intended only as a means of determining the payment of overtime and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

The regular work day shall consist of eight (8) consecutive hours except for unpaid lunch periods in accordance with prevailing practice or changes by mutual agreement of the parties.

The regular work week shall consist of five (5) consecutive days, commencing on Monday and ending on Friday.

The calendar day worked for the respective shifts shall be determined as of the time the first shift starts to work.

Sec. 2. One-and-one half times the regular rate shall be paid for all time in excess of eight hours worked in any one day.

One-and-one-half times the regular rate shall be paid for all time worked on Saturday, unless the employee has been absent during the week of his own volition without proper cause.

Two times the regular rate shall be paid for all work performed on Sunday.

Where hours worked fall into more than one premium pay category, only the highest premium shall be paid.

Sec. 3. Overtime work shall be distributed as evenly as possible among the qualified employees over a reasonable period of time.

The Company shall have the right to require a reasonable amount of overtime.

[fol. 29] No employee shall work more than eight (8) hours in any one day unless authorized by the Company.

Sec. 4. For the purpose of determining shift differentials, shift hours shall be as follows:

First Shift	—7 a.m. to 3 p.m.
Second Shift	—3 p.m. to 11 p.m.
Third Shift	—11 p.m. to 7 a.m.

Shift differential shall be 5¢ per hour for the second shift and 10¢ per hour for the third shift.

When an employee's hours of work fall into more than one shift, the shift differential applicable to the shift on which the majority of hours are worked shall be paid for all hours worked.

When the hours are evenly divided between shifts, the differential shall be divided evenly.

Sec. 5. All employees working a straight eight hour shift shall be entitled to a 20 minute paid lunch period.

Sec. 6. Powerhouse employees shall receive one-and-one half times their regular rate of pay for all hours worked in any one day outside the schedule as hereto attached.

Each powerhouse employee shall receive one-and-one half times his regular rate of pay for all hours worked on the sixth day of his scheduled week unless the employee has been absent during the week of his own volition without proper cause.

Powerhouse employees shall receive two times their regular rate for all work performed on the seventh day of their scheduled week.

For powerhouse employees, the provisions of this Section shall take precedence over the provisions of Section 2 of this Article.

Sec. 7. The following days shall be considered Holidays:

New Year's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

Each employee, who has completed his thirty (30) day probationary period, shall receive for each such Holiday [fol. 30] a day's pay, provided he has performed work for the Company during the week in which the Holiday falls or during the week next prior thereto.

For each hour worked on the above holidays he shall be paid at one-and-one half times his regular rate of pay, in addition to the pay for said holidays set forth above.

A day's pay shall be (1) for a full-time employee, eight times his regular straight time hourly rate, and (2) for a part-time employee, the number of hours per day scheduled for him in the holiday week times his regular straight time hourly rate.

All employees are expected to work their regular schedule on the working days before and after each holiday.

ARTICLE XXIV

Duration of Agreement

This Agreement shall be effective for the period from May 20, 1957 to and including November 21, 1958.

Anything to the contrary herein notwithstanding, it is agreed that either party may give to the other party a written notice by registered mail sixty (60) days prior to November 21, 1958 of its intention to terminate or modify this agreement.

ARTICLE XXV

This Agreement represents the complete and sole agreement of the parties. To be effective, any additions, modifications or amendments hereto shall be in writing, dated, and signed by the parties to this original Agreement.

IN WITNESS WHEREOF the parties, by their respec-
[fol. 31] tive representatives thereunto duly authorized have caused these presents to be executed as of May 20, 1957.

CHARLES DOWD BOX COMPANY, INC.

By: /s/ Dave C. Dowd, V. P.

UNITED STEELWORKERS OF AMERICA, AFL-CIO

By:

/s/ John J. Andonian, Rep.
/s/ John F. Courtney, Pres.
/s/ Clifford G. Allard
/s/ Robert C. Spring

APPENDIX A TO EXHIBIT "C"

CHECK-OFF AUTHORIZATION
For UNITED STEELWORKERS OF AMERICA

_____

Company

_____

Plant

_____ 19_____

Date

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment within the collective bargaining unit in the company, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary-Treasurer of the Union, as my membership dues in said Union.

The aforesaid membership dues shall be remitted promptly by you to I. W. Abel, or his successor, International Sec- [fol. 32] retary-Treasurer of the United Steelworkers of America, or its successor, 1500 Commonwealth Building, Pittsburgh 22, Pennsylvania.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment, in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative of the plant in which I am then employed, an individual written notice signed

by me and which shall be postmarked or received by the Company within fifteen days following the expiration of any such year or within the fifteen days' following the termination date of any collective bargaining agreement between the Company and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

Local Union No.———
United Steelworkers of America

_____
Witness

_____
SIGNATURE

_____
Check No.

_____
Ledger No.

[fol. 33]

APPENDIX B TO EXHIBIT "C"

Schedule of Job Classifications and Rates of Pay for Each Job Classification

Job Class		*May 20 1957*	*On Or Before 8-19-1957*
1.			
	Electrician, Master	$2.21 & Up	$2.21 & Up
	Engineer—		
	Class 1 in charge of Power House and Starch Division		
	Mechanic, Working Foreman		
	Mechanic, Master		
2.			
	Corrugator, Operator	1.91 to 2.11	2.11
	Mechanic,—		
	Class 1—Maintenance		
3.			
	Working Foreman, Warehouse	1.86 to 2.06	2.06
	Leadman & Loader— Shipping		
	Triplex Slitter Operator—Corr.		
4.			
	Truck Driver	1.81 to 2.01	2.01
	Fork Truck Operator—Class 1 Warehouse		
5.			
	Fireman—Class 1	1.76 to 1.96	1.96

6.			
	Carpenter	1.71 to 1.91	1.91
	Double Backer — Corrugator		
	Printing Press Operator		
	Chain Feed Operator		
	Die Mounter—Store Man		
7.			
	Off-Bearer	1.66 to 1.86	1.86
	Spare Off-Bearer		
	Corrugator Charger		
8.			
	Printing Press—First Helper	1.61 to 1.81	1.81
	Folder Stitcher Operator		
	Fork Truck Operator—Class 2—Warehouse		
[fol. 34]			
	Mechanic—Class 2		
	Partition Slotter Operator		
	Four Bar Rapid Slitter Operator		
	Pull Pak Operator & Loader		
	Thompson National Operator		
	Z.B. Folder Taper Operator		
	Baler		
	Chain Feed First Helper		
	Trucker and Loader		
	Machine Operator—Specialty Department		
	Transfer Car Operator—Loader		
9.			
	Fireman—Class 2	1.56 to 1.76	1.76
	Progressive Slat Taper Operator		
	Chain Feed Second Helper		

10.			
	Chain Feed Third Helper	1.51 to 1.71	1.71
	Printing Press Second Helper		
	Stitcher Operator—Feeder No. 585		
	Thmpson National Helper		
	Bundler-Set Up Man		
11.			
	Bundlers	1.46 to 1.66	1.66
	Four Bar Slitter—First Helper		
	Stitcher Feeder—Hand		
12.			
	Partition Slotter Helper	1.41 to 1.61	1.61
	Utility—Male		
	Stitcher Feeder—No 585		
	Feeder—Semi Automatic Stitcher		
	Four Bar Slitter—Second Helper		
13.			
	Bundlers Inspector—Female	1.31 to 1.51	1.51
	Taper Feeder		
	Utility—Female		
	Janitor		
	Janitress		

Appendix C to Exhibit "C"

Plant Rules

The Company urges each employee to study these rules and at all times to comply with them. It is the employee's [fol. 35] responsibility to keep these rules for future reference. Failure to comply with them will not be excused because an employee is not familiar with the rules indicated below:

1. REPORTING FOR DUTY:

   (a) Each employee must be at his station ready for work at the scheduled time for his shift until the scheduled quitting time.

   (2) Each employee must remain at his station during his shift and must not visit other parts of the Plant except in the line of duty or by permission of his Supervisor.

2. ABSENCE:

   (a) An employee must not be absent without securing permission from his Supervisor not later than a day before absence.

   (b) In emergencies that arise after the employee has left the Plant, he must telephone the Personnel Office promptly, if possible, before his shift and give the cause and probable length of absence. Telephone PL 4-7241. After office hours the same number should be called and the person calling should ask for the shift Superintendent.

3. TIME CARDS:

   (a) Each employee must clock his card at the beginning and ending of his shift.

   (b) No employee shall clock the card of another employee under any circumstances.

(3) An employee must not clock his card (in) more than 15 minutes before his shift, and (out) not more than 15 minutes after shift.

(d) Should an employee not find his card in the rack, he should see his Supervisor.

(e) Employees must clock their cards "in" and "out" when leaving the premises for any reason, temporary or otherwise.

[fol. 36] 4. PAY CHECKS:

Requests to secure pay checks at other than the regularly sheduled time shojuld be made in advance through the employee's Supervisor.

5. CHANGING SHIFTS:

Employees may not change shifts except with the prior approval of their Supervisors.

6. ADDRESS—FAMILY STATUS:

(a) If an employee changes his address or telephone number, he should report the change immediately to the Personnel Office or Supervisor.

(b) If an employee's marital status or number of dependents changes, he should report the change immediately to the Personnel Office.

7. No employee is allowed to enter the Plant except during working hours unless he has special permission from the Personnel Office. Employees will not be allowed to bring visitors into the Plant except by permission from the Superintendent's Office.

8. No employee is allowed to leave the Plant during his shift without permission, and then he is required to clock out on his time card.

9. Smoking is permitted only in designated areas, and in the Men's and Ladies' Rooms.

10. Passes must be obtained from a Foreman when an employee takes any article or equipment out of the building. Watchmen are authorized to examine all bundles.

11. No employee shall be called to the office or to any out- [fol. 37] side telephone, or use any outside telephone while he is on duty, except in cases of emergency.

12. When an employee has been absent from work for more than one week, he should contact the Personnel Department and make necessary arrangements at least 24 hours before actually returning to work.

13. Dowd Box prides itself on a clean, orderly plant. Each employee should be clean and orderly in everything he does. This is the first rule for quality production and Dowd Box insists upon quality.

14. All employees will be expected to take good care of equipment, tools and materials entrusted to their care. Proper equipment, properly used and cared for, means a good return to the employee and the Company.

15. No employee is allowed to enter the Plant except through the main factory entrance. This is important!

16. Dowd Box will furnish the bundlers with their 1st ring knife and bundling glove. Replacement of worn ring knives or bundling gloves will be made free of charge, providing worn equipment is returned. Normal charge to be made for lost equipment.

17. CAUSES FOR DISCIPLINE

Each employee is required to work efficiently and conduct himself properly. Causes for discipline include, but are not limited, to the following:

(a) Bringing or consuming intoxicants on the plant premises.

(b) Reaorting for duty under the influence of intoxicants.

18. Employees are expected to comply with all proper orders of their supervisors.

[fol. 38] 19. Employees shall not damage or remove the Compay's or another employee's property.

20. Employees shall not fight or engage in disorderly conduct on company premises.

21. Employees shall not sleep on duty.

22. Employees shall not participate in practical jokes or pranks which may have serious results.

23. Employees shall not read on duty, except when required by work.

24. Employees shall not falsify any time card or other records.

25. Employees shall observe all plant safety rules and practices.

26. No employee shall engage in bookmaking or lottery activities on Company premises.

27. No employee shall be absent for 3 consecutive regular scheduled working days, without reporting to the Personnel Office.

EXHIBIT D TO BILL OF COMPLAINT

September 4, 1957

NOTICE

On June 5th, Management notified the plant Employees that, although a contract had not yet been consumated, the Company showed GOOD-FAITH by voluntarily making a .13 cent wage adjustment on a temporary basis, subject to the conditions of the final agreement.

[fol. 39] On August 30th the Company notified the Employees that no further wage adjustments would be made since further negotiations on the proposed contract had not yet taken place. The Management has previously requested further negotiations so that a contract may finally be reached satisfactory to all parties concerned.

To date, these requested negotiations have not yet been held. Therefore, please be advised that due to economic

conditions and in order to secure your jobs in this plant, we are compelled to return to the rates in effect as of May 18, 1957.

CHARLES DOWD BOX CO., INC.
Anna Dowd, Asst. Treas.

Suffolk, ss. Sept. 6 1957

Notice to show cause to issue in re injunctions returnable in the first session without jury at 10 o'clock a.m. at Worcester on Thursday the 12 day of Sep 1957.
Prayer I denied

By the Court (Brogna J)

Francis O. Murphy
Asst. Clerk

Sept. 9, 1957

Notice issued as ordered. Sub. issued ret. Oct. ret. day 1957

IN THE SUPREME COURT OF WORCESTER COUNTY

DEFENDANT'S DEMURRER AND ANSWER TO PLAINTIFFS' BILL OF COMPLAINT—Filed September 17, 1957

Now comes the defendant in the above entitled action and demurs to the plaintiffs' bill of complaint on the following grounds:—

1. The bill of complaint does not state facts entitling the plaintiffs to relief in equity against this defendant.

[fol. 40] 2. The bill does not contain any matter of equity where the Court can ground any decree or give to the plaintiffs any relief against this defendant.

3. The bill of complaint does not state facts entitling the plaintiffs to the relief prayed for.

4. It does not appear that the Court has taken or will take jurisdiction of the plaintiffs' bill.

5. It does not appear that the Court has taken or will take jurisdiction of the plaintiffs' bill in that it appears from the allegations therein that the bill seeks in effect specific performance of an alleged collective agreement between the Company and the Union purporting to be the bargaining agent of the employees of the defendant, and is in effect a suit for violation of an alleged contract between an employer and a labor organization; that such actions come within the purview of Section 301 of the Labor Management Relations Act of 1947, vesting exclusive jurisdiction for such actions over such suits in the District Courts of the United States and there is now no jurisdiction in the State Courts over this type of action.

6. It does not appear that the Court has taken or will take jurisdiction in equity for specific performance of a collective agreement between an employer and a Union acting as bargaining agent for employees of the employer.

7. That the bill does not set forth concisely and with substantial certainty the facts necessary to constitute a cause of action.

8. There is no valid ground for granting the relief prayed for in the plaintiffs' bill since the plaintiffs have an adequate remedy at law.

9. The plaintiffs' bill does not appear to have been duly executed by or on behalf of the plaintiffs.

[fol. 41] The said defendant, without waiving its demurrer filed herewith, but relying and insisting thereon, for answer to the plaintiffs' bill of complaint says:—

1. It has no knowledge as to the truth of the allegations contained in paragraph 1 of the plaintiffs' bill and therefore neither admits nor denies said allegations but shall call upon the plaintiffs to prove the same.

2. It has no knowledge as to the truth of the allegations contained in paragraph 2 of the plaintiffs' bill and therefore neither admits nor denies said allegations but shall call upon the plaintiffs to prove the same.

3. It admits the allegations contained in paragraph 3 of the plaintiffs' bill.

4. It has no knowledge as to the truth of the allegations contained in paragraph 4 of the plaintiffs' bill and therefore neither admits nor denies said allegations but shall call upon the plaintiffs to prove the same.

5. It admits that it employs approximately 123 employees in a collective bargaining unit consisting of production and maintenance employees, but has no knowledge as to the truth of all other allegations contained in said paragraph 5 and neither admits nor denies said allegations but shall call upon the plaintiffs to prove the same.

6. It admits that a collective agreement had been entered into between it and United under date of June 25, 1955, with regard to wages, hours and conditions of employment of its production and maintenance employees, and says that said agreement expired on May 18, 1957, and that since the latter date no valid collective agreement is or has been [fol. 42] in effect between said parties. It denies all other allegations contained in said paragraph 6.

7. It admits that collective bargaining negotiations were conducted between alleged representatives of the Local and United with certain persons purporting to negotiate on behalf of the defendant. The defendant denies that any alleged stipulation, referred to in said paragraph 7, was ever authorized to be entered into by any representatives of the defendant. The defendant denies all other allegations contained in said paragraph 7.

8. It admits that Exhibit B attached to the plaintiffs' bill is an accurate copy of a notice posted by the defendant; that the defendant acted in accordance with said notice until September 4, 1957. It denies all other allegations contained in said paragraph 8.

9. It denies the allegations contained in paragraph 9 of the plaintiffs' bill and further answering the allegations

contained in paragraph 9 of the plaintiffs' bill the defendant says that if the plaintiffs shall offer evidence tending to prove that a purported collective bargaining agreement was executed by one David C. Dowd, Vice President of the Company, it says that said David C. Dowd had no authority to act on behalf of the defendant in the execution of any such agreement, to the knowledge of the plaintiffs and their representatives.

10. The defendant admits that Exhibit D, attached to the plaintiffs' bill, is an accurate copy of a notice posted by the defendant. It denies all other allegations contained in said paragraph 10.

11. The defendant admits that it refuses to recognize the validity and effectiveness of the alleged agreement, marked Exhibit C. It denies all other allegations contained in said paragraph 11.

12. It denies all allegations contained in paragraph 12 of the plaintiffs' bill.

[fol. 43] 13. It denies all allegations contained in paragraph 13 of the plaintiffs' bill.

14. It denies all allegations contained in paragraph 14 of the plaintiffs' bill.

15. It denies all allegations contained in paragraph 15 of the plaintiffs' bill.

16. It denies all allegations contained in paragraph 16 of the plaintiffs' bill.

Charles Dowd Box Co., Inc., By Vaughan, Esty, Crotty & Mason, Its Attorneys.

Sept. 27, 1957

Demurrer overruled (Warner, J.)

[fol. 44]

IN THE SUPERIOR COURT OF WORCESTER COUNTY

INTERLOCUTORY DECREE ON DEMURRER—
Entered September 27, 1957

This cause came on to be heard at this sitting upon the demurrer of the defendant and was argued by counsel and thereupon, upon consideration thereof, it is ordered, adjudged and decreed that said demurrer be and hereby is overruled.

By the Court (Warner, J.), Wilfred B. Feiga, Assistant Clerk.

IN THE SUPERIOR COURT OF WORCESTER COUNTY

APPEAL—Filed October 2, 1957

Now comes the defendant, Charles Dowd Box Co. Inc., in the above entitled action and appeals to the Supreme Judicial Court from the decree of the Superior Court overruling the defendant's Demurrer in said action.

Charles Dowd Box Co. Inc., By Vaughan, Esty, Crotty & Mason, Its Attorneys.

IN THE SUPERIOR COURT OF WORCESTER COUNTY

INTERLOCUTORY DECREE FOR REFERENCE TO A MASTER—
Entered October 3, 1957

This cause came on to be further heard, and was argued by counsel; and thereupon, upon consideration thereof, it is Ordered, Adjudged and Decreed that it be referred to Alfred N. Whiting, Esq., as Master, to hear the parties, find the facts and report his findings to the Court, together with such questions of law, arising in the course of his duty, as any party may request.

[fol. 45] Hearings are to begin on or before October 10, 1957 and to proceed from day to day during the usual hours for court until concluded.

By the Court (Warner, J.), Wilfred B. Feiga, Assistant Clerk.

IN THE SUPERIOR COURT OF WORCESTER COUNTY

MASTER'S REPORT*

This is a bill in equity for the specific performance of an alleged collective bargaining agreement. The statute of frauds was not pleaded.

The petitioners, other than Roy Stevens, are officers of Local 5158 of the United Steelworkers of America, AFL-CIO, hereinafter called Local. Roy Stevens is an international representative of United Steelworkers of America, AFL-CIO, hereinafter called United.

Respondent Charles Dowd Box Co., Inc., hereinafter called the Company, manufactures corrugated containers in the City of Worcester. These containers are sold in interstate commerce, and the Company purchases substantial quantities of supplies in interstate commerce.

Sometime during the latter part of 1954, Local was certified as the bargaining agent of the employees of the Company, and, after negotiations, the first collective bargaining agreement was executed in June 1955 to run through May 18, 1957. During the period of the first agreement many supplementary agreements were executed on behalf of the Company and the Local.

During the early months of 1957, Local, through its negotiating committee, presented to the Company's negotiating committee proposals for a new agreeement. The Company's negotiating committee consisted of Earl Hinchliffe, Personnel Director of Company, David Dowd, its vice president, director and head of production, and Bernard Ezhaya and J. J. Ellis, Labor Relations Consultants for the Company. Thereafter many negotiation meetings took [fol. 46] place and on May 21 agreement was reached between the negotiating committees of the Local and the Company on all items. A stipulation was signed by John Andonian, representative of United, John F. Courtney, President of Local and David Dowd covering the economic issues: 13¢ wage increase, one additional holiday, elimination of the rate ranges and anniversary vacations. Other issues had

* Exhibits 2, 3, 7 & 8 referred to in "Master's Report" are identical to Exhibits A, B, C & D attached to Bill of Complaint.

previously been resolved by the committees. That evening Local ratified the agreements reached by the negotiators. On May 28 Hinchliffe and Ellis met in Boston with Courtney and Andonian. At that meeting the final language of the alleged new agreement was agreed upon by those present. This language is contained in Exhibit 8, before me (attached hereto and made a part hereof.) On August 2, 1957 David Dowd signed Exhibit 8 and delivered it to Andonian. On August 12 Courtney was told by Hinchliffe that David Dowd no longer had anything to do with labor relations. Thereafter, on the same day, Andonian and the officers of Local also signed Exhibit 8. Exhibit 8 was thereafter sent to Boston and Pittsburgh for the signatures of the officers of United.

Soon after May 21 the Company put into effect the changes then contemplated by Exhibit 8 and these changes remained in effect until the latter part of August, 1957. It paid the 13¢ general wage increase retroactively from May 20, 1957, it honored the union shop clause and it paid vacations on an anniversary basis. Mary Dowd, its President, and Hinchliffe met with representatives of Local on August 19 and came to agreement on the names of employees whose rate ranges would be eliminated under Exhibit 8 and the new rate that each would receive.

On September 4, 1957, the Company notified its employees, members of Local, that it would return to the terms of the first agreement in effect prior to May 21 and it acted in accordance with that notice. This suit was commenced within a few days hereafter.

The Company's contentions are as follows:

1. That its negotiating committee acted beyond its authority in agreeing to the changes from the first agreement contained in Exhibit 8.

2. That David Dowd had no authority to execute and deliver Exhibit 8.

[fol. 47] 3. That as Andonian and Courtney were notified on or before August 19 that David Dowd had no authority to execute and deliver Exhibit 8, and as United's constitution states that United "shall be the contracting party in all

collective bargaining agreements and all such agreements shall be signed by" United's officers, (ARTICLE XVII, Section 1), and as Exhibit 8 was not so signed until after August 19, any Company offer to enter into the terms of Exhibit 8 was revoked before acceptance by United.

1. There was much testimony on behalf of the Company that the Company had a labor policy committee, hereinafter called LPC, and that all final decisions involving labor relations had to be approved by it. The Local had knowledge that there was such a committee, as during negotiations for supplemental agreements to the first agreement and at grievance meetings statements were made that the LPC had final authority to decide labor policy. However, there was no testimony that during the 1957 negotiation sessions the Company's negotiating committee indicated any limitation on its authority and in fact Ellis stated on several occasions that the negotiating committee did have authority. There was testimony that such statements were made during negotiations for supplemental agreements to the first contract and at grievance meetings, but there was no direct testimony that would indicate to Local any such limitation on the negotiating committee during the 1957 negotiations.

The Company's stockholders are Mary Dowd, Anna Dowd, David Dowd, and Leo Dowd, all children of the founder, Charles Dowd. In addition, the Comptroller Jacob J. Jaffee and Attorney Abee Talamo hold qualifying shares. The board of directors consists of the four Dowds, Jaffee and Talamo. The LPC consisted of Mary Dowd, Anna Dowd, David Dowd, Jaffee and Ezhaya or Ellis. Formal meetings of the directors were very infrequent, and most decisions were made at informal gatherings and no minutes were kept. Mary Dowd is the active head of the Company.

There was also much testimony on behalf of the Company that Mary Dowd didn't know of the terms of Exhibit 8 [fol. 48] until many weeks after May 21 for the reason that David Dowd, Ezhaya and Ellis kept this information from her. However, David Dowd and either Ezhaya or Ellis conferred with the LPC after each negotiating meeting. On May 21 a strike was imminent. Courtney testified

that he telephoned Mary Dowd on May 21 after the Local had ratified the terms and that he then told her the economic changes agreed upon by the negotiating committees. That evening Mary Dowd had dinner at her home with Anna Dowd, David Dowd, Hinchliffe, Ellis and Exhaya. Within a few days thereafter the Company began paying the general wage increase. Witnesses for the Company intimated that there had been collusion between David Dowd, Ellis, Exhaya and the Local in arriving at the terms embodied in Exhibit 8 but there was no evidence of facts which would warrant a conclusion of such collusion. It is inconceivable to me that Mary Dowd, as the chief executive officer of the Company and being the experienced business woman that she is, did not know the principal terms of the settlement at least by the evening of May 21.

2. After the meeting in Boston at which the language of Exhibit 8 was agreed upon, Andonian had 12 sets typed and sent 11 to Ellis for delivery to the Company. These 11 sets came into Mary Dowd's possession and remained in her possession. Exhibit 8 is not one of these 12 copies and there was no testimony as to its origin; the language, however, is identical. Twelve copies of Exhibit 8 were signed by David Dowd on August 2 and delivered at his request by Hinchliffe to Andonian at his home. There was testimony that at some time during the end of July or the first part of August David Dowd was removed from his labor relations duties, but I am not convinced that this took place prior to the delivery of Exhibit 8 to Andonian.

On May 21 all of the terms (but not the language) of a new agreement had been agreed upon between the negotiating committees. On May 28 in Boston the language was agreed upon as set forth above. On those two occasions the Company's negotiating committee had apparent authority to bind the Company. There were no formal minutes of the board of directors authorizing David Dowd to sign labor contracts. Anna Dowd was authorized by a formal vote to [fol. 49] sign the first agreement and Mary Dowd was so authorized to sign an agreement reached in 1956 on the wage reopener clause of the first agreement. But there were no formal minutes authorizing any officer to sign an agree-

ment reached as the result of the 1957 negotiations and many of the supplementary agreements to the first agreement were signed by David Dowd without formal board authority. At least two of these supplementary agreements concerned policy matters (truck drivers and employees of the Specialty Department to be members of the bargaining unit). David Dowd did not testify; he is still vice president and a director of the Company. David Dowd had at least apparent authority to sign the stipulation on May 21 on behalf of the Company.

3. Exhibit 8 was signed on August 12 by Andonian, representative of United. Part of Andonian's authority was to negotiate and make agreements on United's behalf. Exhibit 8 is not an unusual collective bargaining agreement. Its language was agreed upon on May 28 by representatives of the Company with apparent authority and by a representative of United with actual authority. Thereafter the Company, the Local and United acted under its terms for about three months. There was no understanding between said representatives that any agreement would not be effective until formally signed. The collective bargaining agreement, Exhibit 8, subsequently typed, came into being on May 28 effective from May 20, 1957.

Exhibits 3, 4, 6 and 7 before me which are notices posted by the Company on its bulletin board on the dates set forth therein are, at the request of the Defendant, attached hereto and made a part hereof.

Respondent's Exceptions to Admission or Exclusion of Evidence

The following are all the respondent's exceptions to admission or exclusion of evidence, the Master's rulings thereon and other matter pertaining thereto:

1. The petitioner asked Hinchliffe if he recognized the signature on the instrument that subsequently was intro-
[fol. 50] duced as Exhibit 8. The respondent objected. The Master ruled that the witness might answer. The respondent duly excepted. The witness testified that the signature appeared to be that of David Dowd, vice president of the

Company. (Subsequently Anna Dowd, clerk of the Company, testified that David Dowd had been removed from labor relations duties for a number of reasons, one of which was that he had signed Exhibit 8.)

2. The petitioner offered in evidence the instrument which subsequently became Exhibit 8 after the above testimony by Hinchliffe as to the signature thereon and after his testimony that it contained the exact language agreed upon at the Boston meeting. The respondent objected. The Master ruled that it was admissible. The respondent duly excepted. The instrument was admitted as Exhibit 8.

3. The petitioner asked Andonian what members of the Company's negotiating committee said during the negotiations as to their authority. The respondent objected. The Master ruled that the witness might answer. The respondent duly excepted. The witness testified that on several occasions during the negotiations Ellis said that the committee had authority.

4. The petitioner asked Andonian the extent of his authority as a representative of United to negotiate and sign collective bargaining agreements on behalf of United. The respondent objected. The Master ruled that the witness might answer. The respondent duly excepted. The witness testified that he had authority to negotiate and make agreements on behalf of United.

5. The petitioner offered in evidence the instrument which subsequently became Exhibit 13 before me, attached hereto, after Andonian had testified that his identification card for the period January 1957 to May 31, 1957 was similar. The respondent objected. The Master ruled that it was admissible. The respondent duly excepted. The instrument was admitted as Exhibit 13.

Specific Findings

1. I find that the Company's negotiating committee dur- [fol. 51] ing the 1957 negotiations had actual authority to negotiate with Local the terms of a new contract. I am unable to find that that authority was conditional upon subsequent approval of the terms by the LPC.

2. Based upon the following subsidiary findings, I find that the Company's negotiating committee had apparent authority through May 28, 1957, to enter into a contract with Local and that David Dowd to August 12, 1957 had apparent authority to execute a contract on behalf of the Company.

a. That David Dowd was the vice president, director and a member of the LPC.

b. That Hinchliffe was the personnel director of the Company.

c. That Ellis and Ezhaya were the labor relations consultants for Company.

d. That David Dowd had previously signed many of the supplemental agreements on behalf of Company, some of which were of a policy nature although there were no formal minutes of the directors authorizing this action. These supplemental agreements were honored by the Company.

e. That David Dowd and Ellis or Ezhaya reported to the LPC after the negotiating meetings and came back with new proposals.

f. That the negotiating committee of Local had knowledge of the above.

g. That Ellis stated on several occasions during the negotiation meetings that the Company negotiating committee had authority.

h. That there was no testimony to the contrary, and, coupled with the last finding, I find that during the negotiation meetings no one of the Company's negotiating committee stated that the labor policy committee and not the negotiating committee had final authority to decide labor policies in connection with the negotiations.

i. That Mary Dowd, as President, Treasurer and a Director of the Company had knowledge of the principal terms of the settlement on the evening of May 21.

j. That on May 28, the same day the language for the [fol. 52] new contract was agreed upon at the meeting in Boston, a notice (Exhibit 3) was posted by the Company referring to "the newly negotiated wage increases."

k. That until sometime during the latter part of August the Company acted in accordance with the terms of Exhibit 8.

l. That Local was not notified until August 12th that David Dowd had been removed from labor relations duties.

m. That the Company prior to August 19 took no action known to the Local to repudiate the terms of Exhibit 8.

3. I find that by the end of the negotiating meetings on May 21 all terms (but not the language) of the proposed new contract had been agreed upon.

4. I find that the terms of the proposed new contract were ratified by Local on May 21.

5. I find that the exact language of the new contract was agreed upon at the meeting in Boston on May 28.

6. I find that Ellis and Hinchliffe who represented the Company at that meeting had apparent authority (based upon the above subsidiary findings) to agree to the language on behalf of the Company.

7. I find that Andonian was a representative of United and insofar as it is a question of fact that he had actual authority from United to negotiate and bind United to a not unusual form of labor contract.

8. I find that the contract here negotiated was not unusual in its terms.

9. Insofar as it is a question of fact, I find that Andonian had actual authority on behalf of United to agree to the terms and to the language that were in fact agreed upon at the negotiation meetings and at the meeting in Boston.

10. I find that Exhibit 8 is the language agreed upon.

11. I find that it was the intention of the persons at the Boston meeting that the language there agreed upon constituted the contract between the parties effective May 20, 1957.

12. I find that it was the intention of the persons on the Company and Local negotiating committees on May 21, that [fol. 53] if the Local ratified the terms, the language to be drafted covering the terms already agreed upon would constitute the contract and would be effective from May 20, 1957, for 18 months.

13. I am unable to find that it was the intention of the parties that the language of Exhibit 8 would not be binding unless and until it was formally executed by the parties.

14. I find that David Dowd had apparent authority to sign the stipulation on May 21, and that he in fact did sign it.

15. I find that Exhibit 8 was signed and delivered by D. Dowd, Vice President and Director of Company on August 2, 1957.

16. I find that David Dowd as Vice President and Director of the Company on August 2 had apparent authority to execute and deliver Exhibit 8.

17. I find that in addition to the Company acting in accordance with the terms of Exhibit 8 until sometime during the latter part of August, Mary Dowd at the conference with Andonian and Hinchliffe on August 19 came to an agreement as to the persons whose rate ranges would be eliminated and the amount of their new rate and I find that this agreement was in accordance with the final understanding of the negotiating committees reached during the negotiations.

18. I find that the Company and the Local acted in accordance with the terms of Exhibit 8 from May 21 to the latter part of August, 1957.

19. Insofar as it is a question of fact, I find that the actions of the Company from May 21 to the end of August

constituted a ratification of the terms agreed upon during the negotiations and spelled out in Exhibit 8.

20. I find that the signatures of the members of Local and of Andonian were affixed to Exhibit 8 on August 12.

21. I find that the signatures of the officers of United were affixed to Exhibit 8 between August 13 and September 12.

22. I find that Exhibit 8 with all signatures thereon were mailed to the Company on September 12 and received by the Company on September 13, 1957.

[fol. 54] 23. I find that Company sells a substantial part of its product and buys a substantial part of its supplies in interstate commerce.

24. Insofar as it is a question of fact, I find that Exhibit 8 is the collective bargaining agreement adopted by the parties on May 28, 1957 effective from May 20, 1957.

25. I find that Local is the bargaining agent of the employees of the Company.

Respectfully submitted,

Alfred N. Whiting, Master.

EXHIBIT 4 TO REPORT

CHARLES DOWD BOX CO.
Incorporated

NOTICE

June 5, 1957

Although the Contract has not yet been presented for review and signature, to show good faith on the part of Management, the negotiated increase of thirteen (13) cents will be included in this week's pay.

After the Contract has been formally signed, the increase for the prior weeks will be retroactive.

ANNA DOWD

ANNA DOWD
Asst Treas.

EXHIBIT 6 TO REPORT

CHARLES DOWD BOX CO.
Incorporated

August 30, 1957

NOTICE

As indicated in the notice of June 5th, that Management had not signed the proposed contract, but willingly made wage adjustments to show good faith until final clarifica-
[fol. 55] tion of the provisions of the contract were mutually understood.

We regret to advise at this time, that Management is not in full agreement with the provisions of the instrument as proposed and will not make further adjustments until mutually agreed upon between the Company and the Union.

CHARLES DOWD BOX CO. INC.

ANNA DOWD
Asst Treas.

* * * * * * *

[fol. 77]

IN THE SUPERIOR COURT OF WORCESTER COUNTY

DEFENDANT'S MOTION TO DISMISS FOR WANT OF JURISDICTION—Filed January 24, 1958

Now comes the defendant in the above entitled action and moves that the cause be dismissed for the reason that the Court has no jurisdiction over the subject matter of said action.

Charles Dowd Box Co., Inc., By Vaughan, Esty, Crotty & Mason, its attorneys

May 15, 1958 Denied. (Thompson, J.)

[fol. 78]

IN THE SUPERIOR COURT OF WORCESTER COUNTY

INTERLOCUTORY DECREE DENYING MOTION TO DISMISS BILL FOR WANT OF JURISDICTION—Entered May 22, 1958

This cause came on to be heard upon defendant's motion to dismiss for want of jurisdiction and was argued by counsel, and thereupon, upon consideration thereof, it is Ordered, Adjudged and Decreed that said motion be and hereby is denied.

By the Court, (Thompson, J.) Wilfred B. Feiga, Assistant Clerk.

IN THE SUPERIOR COURT OF WORCESTER COUNTY

APPEAL—Filed June 4, 1958

Now comes the defendant, Charles Dowd Box Company, Inc., in the above entitled action and appeals to the Supreme Judicial Court for the Commonwealth from the decree of the Superior Court denying defendant's Motion to Dismiss for Want of Jurisdiction.

Charles Dowd Box Company, Inc., By Vaughan, Esty, Crotty & Mason, Its Attorneys

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[fol. 93]

IN THE SUPERIOR COURT OF WORCESTER COUNTY

STIPULATION AS TO WAGES—October 26, 1959

It is stipulated by and between the parties hereto for the purposes of this case that the amounts in the column in the attached "Schedule A", which schedule is incorporated herein and made a part hereof as if fully set out at this point, entitled "Company Net Total", represents an accurate computation of wages and other benefits which, the defendant contends, would have been paid by the defendant to the employees listed in Schedule A, with the exception of the last three (3) employees named therein, had the defendant fully complied with the disputed contract (Exhibit 8* attached to the Master's prior report).

It is further stipulated that the amounts set forth in all columns for all listed employees are accurate computations of the wages and other benefits which, the plaintiffs contend, should be included in determining what wages and other benefits would have been paid by the defendant to the listed employees had the defendant fully complied with the said contract.

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* Exhibit 8 identical to Exhibit C of Bill of Complaint.

This stipulation is only for the purpose of establishing the accuracy of the data contained herein and it is understood that this stipulation shall not limit the right of either party to introduce further admissible evidence.

It is further stipulated that interest on any amounts assessed and awarded as damages to the individual plaintiffs, if interest is determined to be lawfully due the plaintiffs, may be computed at the legal rate from and after April 11, 1958, as if the full amounts so due had been payable on such date.

Nothing herein contained shall be construed to prejudice the right of the defendant to contest the power of the Master [fol. 94] to assess damages or interest in this matter or to contest the right of the plaintiffs, or any of them, for damages or interest thereon.

John F. Courtney et als., By: Grant, Angoff, Goldman & Manning, Their Attorneys, By: Warren H. Pyle;

Charles Dowd Box Co., Inc., By: Vaughan, Esty & Mason, Its Attorneys.

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[fol. 103]

IN THE SUPERIOR COURT OF WORCESTER COUNTY

FINAL DECREE—Entered February 23, 1960

This cause came on to be further heard and was argued by counsel; thereupon, upon consideration thereof, it is Ordered, Adjudged and Decreed that:

1—The contract between Charles Dowd Box Co., Inc. and the United Steelworkers of America, AFL-CIO, Exhibit 8 attached to the Master's Report herein, is valid and binding on the parties thereto.

2—The Defendant is indebted to the members of the class on whose behalf the named Complainants brought suit as is set forth below, together with interest from and after April 11, 1958 in the amounts set forth below, together with costs in the amount of $55.80 in toto.

3—The Defendant is ordered to pay the amounts set forth below to the members of the class named below.

Name	*Principal*	*Interest to 2/15/60*	*Total*
Clifford G. Allard	$282.31	31.24	$313.55
John P. Anderson	366.67	40.58	407.25
Julian T. Antanavica	82.49	9.13	91.62
George G. A. Asplund	377.07	41.73	418.80
[fol. 104]			
Pedro Augusto	387.79	42.92	430.71
Edwin G. Gannister	333.44	36.90	370.34
James A. Barr	350.19	38.76	388.95
Wilfred J. Benoit	286.30	31.68	317.98
Charles E. Blouin	178.93	19.80	198.73
Lehman L. Bolivar	310.64	34.38	345.02
Charles N. Bosley	174.36	19.30	193.66
Richard Boudreau	311.22	34.44	345.66
Francis R. Brailey	134.10	14.84	148.94
Raymond J. Brewer	367.88	40.71	408.59
Edwin C. Briggs	297.45	32.92	330.37
Charles L. Brown	381.02	42.17	423.19
Stanley J. Burdzel	251.55	27.84	279.39
Lewis R. Burnett	363.11	40.19	403.30
Joseph D. Carpinetti	102.33	11.32	113.65
Alfred Carrier	414.47	45.87	460.34
Frank Ceredona	350.04	38.74	388.78
Adelard Chamberland	343.70	38.04	381.74
Stephen V. Chiras	397.58	44.00	441.58
Margaret Ciccolini	332.69	36.82	369.51
Raymond E. Clark	342.57	37.91	380.48
Mihail Cocavessis	373.06	41.29	414.35
Earl E. Cofsky	367.02	40.62	407.64
Harvey J. Cofske	243.02	26.90	269.92
John W. Cofsky	365.72	40.47	406.19

Name	*Principal*	*Interest to 2/15/60*	*Total*
Walter E. Cofsky	356.42	39.45	395.87
Hector O. Courtemanche	186.81	20.67	207.48
John F. Courtney	311.30	34.45	345.75
Lester G. Cuddeback	573.26	63.44	636.70
Dimitri J. Dallas	74.64	8.26	82.90
William E. Davis	329.76	36.49	366.25
Michael J. Demoga	35.13	3.89	39.02
[fol. 105]			
Richard H. Desrosiers	452.39	50.07	502.46
Salvatore P. Distefano	518.25	57.35	575.60
Thomas G. Donnelly	17.70	1.96	19.66
Richard Drake	114.24	12.64	126.88
Richard W. Dumphy	519.56	57.50	577.06
Donald D. Elliot	89.33	9.89	99.22
Mary E. Emond	299.36	33.13	332.49
Roy Faneuff	341.82	37.83	379.65
Raymond C. Faubert	610.04	67.51	677.55
William Fitzgerald	355.72	39.37	395.09
Mary J. Foley	279.06	30.88	309.94
Joseph P.L. Gagne	316.70	35.05	351.75
Alfred Gagnon	350.23	38.76	388.99
Armand Gagnon	408.79	45.24	454.03
Edward F. Gilfoy	373.70	41.36	415.06
Louis Giorgio	13.28	1.47	14.75
Anthony Gircys	367.35	40.65	408.00
Donald B. Gullbrand	131.90	14.60	146.50
Evert J. Gustafson	281.11	31.11	312.22
Stanley Gustafson	402.17	44.51	446.68
William D. Hackett	116.35	12.88	129.33
James Harkins	371.87	41.15	413.02
Francis A. Hazzard	341.09	37.75	378.84
Robert Hearnlaye	183.99	20.36	204.35
Richard M. Heath	413.99	45.82	459.81
George E. Houle	386.40	42.76	429.16
William Hoye	431.21	47.72	478.93
Gordon E. Huckins	381.59	42.23	423.82
Joseph G. Ignasiak	514.11	56.90	571.01
Joseph R. Jacques	352.98	39.06	392.04

Name	*Principal*	*Interest to 2/15/60*	*Total*
Walter E. Johnson	182.75	20.22	202.97
John Kavorkian	401.41	44.42	445.83
[fol. 106]			
Charles DerKazarian	461.97	51.13	513.10
Richard I. Kemp	398.70	44.12	442.82
Chester F. Krakowski	149.09	16.50	165.59
John D. Krafve	132.87	14.70	147.57
Jonas Krisiulevicius	439.54	48.64	488.18
John Z. Kuderian	425.76	47.12	472.88
Lucian Laferriere	324.16	35.87	360.03
Clifford A. Lamere	421.72	46.67	468.39
William E. Lamonda	406.44	44.98	451.42
Carl H. Landin, Jr.	344.17	38.09	382.26
Henry J. Landry	301.53	33.37	334.90
Leon J. Latino	138.56	15.33	153.89
Calvin A. Lester	400.42	44.31	444.73
Clarence E. Lusignan	229.68	25.42	255.10
Joseph H. Marcotte	346.56	38.35	384.91
Raymond R. Martin	220.16	24.37	244.53
Lawrence G. McCarl	563.13	62.32	625.45
Eugene A. McClure	324.64	35.93	360.57
Thomas W. McLaughlin	276.07	30.55	306.62
Arthur H. McLean	472.24	52.26	524.50
John V. Miller	550.15	60.89	611.04
Arthur G. Monast	402.77	44.57	447.34
Raymond A. Mondville	465.54	51.52	517.06
Jack Mosley	356.53	39.46	395.99
Francis G. Mousseau	344.04	38.07	382.11
Robert D. Mullaney	432.39	47.85	480.24
Ronald M. Narva	416.24	46.07	462.31
Frederick C. Nist	429.31	47.51	476.82
Carl K. Orne	340.97	37.74	378.71
Johnson R. Paige	490.04	54.23	544.27
Robert A. Patterson	327.74	36.27	364.01
Einar R. Pearson	111.74	12.37	124.11
[fol. 107]			
Paul P. Pederson	586.47	64.90	651.37
Omer A. Perron	336.48	37.24	373.72

Name	*Principal*	*Interest to 2/15/60*	*Total*
Walter A. Petkiewicz	253.40	28.04	281.44
James P. Pignataro	390.96	43.27	434.23
Frederick J. Pilat	319.21	35.33	354.54
Theodore J. Plotczyk	404.62	44.78	449.40
Robert P. Prendiville	305.05	33.76	338.81
Armand Prunier	191.62	21.21	212.83
Stephen C. Publicover	434.32	48.07	482.39
Donald A. Rackauskas	424.90	47.02	471.92
Anthony Raudonis	375.15	41.52	416.67
Richard Raskett	183.88	20.35	204.23
Donald L. Raymond	467.39	51.73	519.12
Glenn A. Rich	474.25	52.49	526.74
Alfred G. Richard	369.13	40.85	409.98
Robert J. Richard	363.10	40.18	403.28
Roy M. Richardson	340.45	37.68	378.13
Robert W. Ritchie	275.31	30.47	305.78
Albert Roy	323.45	35.80	359.25
Camille G. Roy	341.48	37.79	379.27
Fernand R. Roy	377.12	41.74	418.86
Kenneth C. Robbins	454.72	50.32	505.04
Richard W. Robbins	20.13	2.23	22.36
John R. Ruggieri	384.50	42.55	427.05
John Rzeznikiewicz	328.97	36.41	365.38
Robert A. Santomenno	433.52	47.98	481.50
Arthur Senecal	420.58	46.55	467.13
Irene D. Sheard	299.53	33.15	332.68
John P. Shutts	456.60	50.53	507.13
Joseph J. Sliva	448.84	49.67	498.51
John T. Small	424.43	46.97	471.40
Allen G. Spangenberg [fol. 108]	398.02	44.05	442.07
Paul Spiewak	84.59	9.36	93.95
Harold L. Spinney	407.98	45.15	453.13
Robert C. Spring	457.60	50.64	508.24
Pauline M. Stumpf	291.63	32.27	323.90
Joseph A. Sutter	501.48	55.50	556.98
Richard G. Sweares	480.92	53.22	534.14
Arthur E. Taylor	170.76	18.90	189.66

Name	*Principal*	*Interest to 2/15/60*	*Total*
Leon A. Tebo	493.86	54.66	548.52
Napoleon C. Tetreault	405.61	44.89	450.50
Andres F. Tripaldi	580.77	64.27	645.04
Beverly Van Patten	248.08	27.46	275.54
Theodore R. Wilkins	303.40	33.58	336.98
Reino I. Williamson	349.91	38.72	388.63
Willis M. Woodman	468.85	51.89	520.74
John P. Zalieckas	553.49	61.25	614.74
Joseph A. Zalieckas	485.69	[illegible]	539.44
Edward J. Zylinski	405.69	44.90	450.59
Clifford T. Hartmen	372.71	41.25	413.96
Ralph A. Thulin	343.08	37.97	381.05

By the Court (Meagher, J.), Wilfred B. Feiga, Asst. Clerk.

Entered Feb. 23, 1960

The above decree may be entered

IN THE SUPERIOR COURT OF WORCESTER COUNTY

APPEAL—Filed March 14, 1960

Now comes the defendant, Charles Dowd Box Co., Inc., in the above entitled action and appeals to the Supreme [fol. 109] Judicial Court for the Commonwealth from the Final Decree of the Superior Court entered February 23, 1960.

Charles Dowd Box Co., Inc., by Vaughan, Esty, Crotty & Mason, Its Attorneys.

IN THE SUPERIOR COURT OF WORCESTER COUNTY

DOCKET ENTRIES

Sep. 6, 1957		Notice ordered to issue ret at Worcester on Thursday, Sept. 12, 1957 at 10 A.M. (Brogna, J. at Boston)
Sept. 9, 1957	1	Bill of Complaint filed & notice issued as ordered ret. at Worcester on Thursday, Sept. 12, 1957 at 10 A.M. Sub. issued ret. October ret. day, 1957
Sept. 17, 1957	2	Deft's demr. & ans. to Plffs' Bill of Complaint
Sept. 18, 1957	3	Appointment of stenographer:—Eleanor Jones, appt'd stenographer
Sept. 27, 1957		Demr. overruled. (Warner, J.)
	4	Int. decree overruling demr.
Oct. 2, 1957	5	Deft's appeal from Int. decree overruling demr.
	6	Deft's designation of record.
Oct. 3, 1957	7	Alfred N. Whiting, Esq. app't. Master, hearings to begin 10/10/57 & continue from day to day until completed. (Warner, J.)
Oct. 7, 1957	8	Return of service
Oct. 18, 1957		Notice under S.J.C. Rule 2(f) mailed to Judge Warner. Notices under S.J.C. Rule 2(f) as amended, Mailed to counsel of record.
Dec. 27, 1957	9	Master's report & deft's requests for rulings, requests for questions of law, objections to Master's report & Master's summary of evidence.
Jan. 22, 1958	10	Petitioners' mo. for decree on Master's report

Jan. 24, 1958	11	Deft's mo. to amend ans. & amendment.
[fol. 110]	12	Deft's mo. to dismiss for want of Jurisdiction.
	13	Deft's mo. for allowance of exceptions
	14	Deft's mo. to recommit to Master
Apr. 16, 1958	15	Mo. of deft. to discharge Master
	16	Mo. of deft. to strike out Report
May 15, 1958		Mo. #10 all'd. (Thompson, J.) Mo. #11 denied. (Thompson, J.) Mo. #12 denied. (Thompson, J.) Mo. #13 denied. (Thompson, J.) Mo. #14 denied. (Thompson, J.) Mo. #15 denied. (Thompson, J.) Mo. #16 denied. (Thompson, J.)
May 22, 1958	17	Int. Decree Denying mo. to amend ans.
	18	Int. Decree Denying mo. to Dismiss Bill for want of Jurisdiction
	19	Int. Decree Denying mo. for allowance of Exceptions.
	20	Int. Decree Denying mo. to discharge Master
	21	Int. Decree Denying mo. to recommit to Master
	22	Int. Decree allowing mo. for Decree on Master's Reports
	23	Int. Decree Denying mo. to strike out Report.
June 4, 1958	24	Deft's appeal from Decree denying deft's Mo. to dismiss for want of Jurisdiction
	25	Deft's designation on Motion to Dismiss for want of Jurisdiction.

	26	Deft's appeal from decree denying motion to Discharge Master
	27	Deft's designation Denying mo. to discharge Master.
	28	Deft's appeal from decree denying Motion to Recommit to Master.
June 4, 1958	29	Deft's designation on decree denying motion to Recommit to Master
[fol. 111]	30	Deft's appeal from decree denying mo. for allowance of exceptions
	31	Deft's designation on decree denying mo. for allowance of exceptions
	32	Deft's appeal from decree denying mo. to strike out report
	33	Deft's designation on decree denying mo. to strike out report
	34	Deft's appeal from decree denying mo. to amend answer.
	35	Deft's designation on decree denying mo. to amend answer.
	36	Deft's appeal from decree allowing Petr's mo. for decree on Master's report.
	37	Deft's designation on decree allowing Petr's mo. for decree Master's report
1959		
Mar. 23,	38	Plffs' mo. for relief on prayers
May 18,	39	Plffs' mo. for assessment of damages
May 22,		Re: Mo. # 39: Ordered briefs to be filed by June 8, 1959. (Meagher, J.)

June 19,	40	Int. decree: Mo. # 39 all'd., suit referred to Alfred N. Whiting, Esq., Master for assessment of damages only, hearings to begin July 7, 1959. (Meagher, J.) Notified 6/19/59
July 9,	41	Deft's appeal.
	42	Deft's designation
1960		
Jan. 22,	43	Master's supplemental report & deft's objections thereto. Notified 1/22/60.
Feb. 8,	44	Plffs' mo. to confirm Master's supplemental report.
	45	Plffs' mo. for final decree
Feb. 18		Mo. # 44 all'd. (Meagher, J.) Mo. # 45 all'd. (Meagher, J.)
[fol. 112] Feb. 23	46	Final decree. (Meagher, J.) Notified 2/23/60
Mar. 14,	47	Deft's appeal
	48	Deft's designation
Mar. 29,	49	Plffs' counter-designation
Apr. 1,		Notice under S.C. Rule 2 (f) mailed to Judge Meagher, Notices under S.J.C. 2 (f), as amended, mailed to counsel of record
May 5,		Notice that the case has become ripe for final preparation & printing mailed to Vaughan, Esty, Crotty & Mason
May 13,	50	Deft's order for preparation of the record for the Full Court of the S.J.C.
May 20,		Estimate mailed.
June 9,		Estimate paid

[fol. 115]

IN THE SUPREME JUDICIAL COURT FOR THE COMMONWEALTH OF MASSACHUSETTS

RESCRIPT—November 7, 1960

In the case of

JOHN F. COURTNEY & OTHERS

—v.—

CHARLES DOWD BOX CO., INC.

pending in the Superior Court for the County of Worcester

Ordered, that the clerk of said court in said county make the following entry under said case in the docket of said court; viz.,—

Interlocutory decrees affirmed.

Final decree affirmed with costs of appeal.

By the Court, Frederick L. Quinlan, Clerk.

November 7, 1960

Clerk's Certificate to foregoing paper (omitted in printing).

[fol. 116]

IN THE SUPREME JUDICIAL COURT OF MASSACHUSETTS

JOHN F. COURTNEY & OTHERS

—v.—

CHARLES DOWD BOX CO., INC.

OPINION

WILKINS, C.J.:

The plaintiffs, who are members of the United Steelworkers of America, AFL-CIO, and its Local 5158, both individually and on behalf of all the members, bring this bill in equity to enforce a collective bargaining agreement with the defendant. The defendant filed a demurrer to the bill and a "motion to dismiss" for want of jurisdiction, and appealed from interlocutory decrees overruling the demurrer and denying the motion to dismiss. The case was referred to a master. The defendant raises questions relating to the master, the hearings before him, and his reports. The final decree declared the agreement to be valid, and ordered the payment of specific amounts to members of the class for whom the suit was brought. The defendant appealed.

1. The defendant urges that "this action is within the purview of § 301(a) of the Labor Management Relations Act of 1947[1] (commonly referred to as the Taft-Hartley Act), 61 Stat. 156, 29 U. S. C. (1952) § 185, and that Congress in enacting said § 301 evidenced an intention to occupy the field of litigation involving violations of collective bargaining agreements when interstate commerce would be affected thereby." We do not accept the contention that

[1] "Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this Act [chapter] . . . may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties."

State courts are without jurisdiction. The statute does [fol. 117] not so declare. The conferring of jurisdiction in actions at law upon the appropriate District Courts of the United States is not, in and of itself, a deprivation of an existing jurisdiction both at law and in equity in State courts. The case principally relied upon by the defendant, *Textile Wkrs. Union of America* v. *Lincoln Mills*, 353 U. S. 448, does not so state. In the absence of a clear holding by the Supreme Court of the United States that Federal jurisdiction has been made exclusive, we shall not make what would be tantamount to an abdication of the hitherto undoubted jurisdiction of our own courts. Our decision in *Karcz* v. *Luther Mfg. Co.*, 338 Mass. 313, 317, has gone far to adumbrate the position now taken, namely that there is concurrent jurisdiction in Federal and State courts over suits for enforcement of a collective bargaining agreement. Other State court decisions are in accord. *McCarroll* v. *Los Angeles County Dist. Council of Carpenters*, 49 Cal. 2d 45, 57-60, cert. den. sub nom. *Los Angeles County Dist. Council of Carpenters* v. *McCarroll*, 355 U. S. 932. *Coleman Co. Inc.* v. *International Union, United Auto. Aircraft & Agricultural Implement Wkrs. of America (UAW-CIO)*, 181 Kans. 969, 973-974. *Steinberg* v. *Mendel Rosenzweig Fine Furs, Inc.*, 9 Misc. 2d (N. Y.) 611. *Anchor Motor Freight N. Y. Corp.* v. *Local Union No. 445 of the Intl. Bhd. of Teamsters, Chauffeurs, Warehousemen & Helpers of America*, 171 N. Y. S. 2d 506, 509. *General Elec. Co.* v. *International Union, United Auto. Aircraft & Agricultural Implement Wkrs. of America*, 93 Ohio App. 139, 153-156, app. dism. 158 Ohio St. 555. *Springer* v. *Powder Power Tool Corp.*, Ore. , .[1] *General Bldg. Contrac-*
[fol. 118] *tors' Assn.* v. *Local Union No. 542*, 370 Pa. 73, 79-80. *Philadelphia Marine Trade Assn.* v. *International Longshoremen's Assn., Local Union No. 1291*, 382 Pa. 326, 332-333.

The defendant's "motion to dismiss" for want of jurisdiction was rightly denied. No other ground of demurrer has been argued. The demurrer was rightly overruled.

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[1] 348 Pac. 2d 1112, 1113-1114.

2. On October 3, 1957, the case was referred to a master under the usual rule "to hear the parties, find the facts and report his findings to the court, together with such questions of law, arising in the course of his duty, as any party may request." Rule 86 of the Superior Court (1954).

The master's report was filed on December 27, 1957. On January 22, 1958, the plaintiffs filed a motion that the Court "enter a decree in accordance with the findings, rulings and decision of the master's reports [*sic*] filed in the above matter." On May 15, 1958, this was allowed by indorsement on the motion, and on May 22 an interlocutory decree was entered also allowing the motion. From this decree the defendant appealed. On June 19 the plaintiffs' motion "for assessment of damages" was allowed in an interlocutory decree, which also referred the suit to the same master "for the assessment of damages only." From this decree the defendant also appealed. On January 22, 1960, a "master's supplemental report" was filed. A motion to confirm the supplemental report was allowed on February 18, 1960. The final decree was entered on February 23, and the defendant appealed.

The allowance of the motion for a decree in accordance with the report was irregular. The report first should have [fol. 119] been expressly confirmed. "The findings of the master are entitled to no weight whatever until established by confirmation." *Peteros* v. *Peteros,* 328 Mass. 416, 421, and cases cited. The defendant argues that the allowance of the motion was an implied confirmation of the report, and we agree. It does not follow, however, as the defendant also contends, that the judge was without power to recommit the report to the master for the finding of further facts, to wit, as to damages. The expression of the motion in the terms of the assessment of damages was, at most, a formal defect which did not destroy the substance of the judge's action in allowing it. In *Cutter* v. *Arlington Casket Co.,* 255 Mass. 52, 57, it was said, "Upon the coming in of a master's report the court in its discretion may overrule the exceptions thereto, confirm that report and recommit the case to the master for further report without request of the parties, if the nature of the matter under consideration requires further investigation and finding of further facts

not inconsistent with the confirmed report; for example, the statement of an account between persons found by the report to be partners or to stand in a fiduciary relation to each other." The case at bar presents a similar situation. A like practice was followed in *Flynn* v. *Curtis & Pope Lumber Co.*, 245 Mass. 291, 293. In the case at bar the judge's action was in the interest of avoiding delay in the termination of the controversy, and is to be looked upon with favor. See *Eastern Bridge & Structural Co.* v. *Worcester Auditorium Co.*, 216 Mass. 426, 431.

3. The defendant argues that the master exceeded the scope of his authority in that the bill alleged that there was a written contract and the master found that there [fol. 120] was an oral one. We are of opinion that this contention is not sustained by the record, and we shall not unduly prolong this opinion by refuting it in detail.

The defendant argues that there was error in the implied denial of four requests submitted to the master. We disagree. Requests numbered 3 and 21, which in substance seem to be founded upon the theory that the agreement proved was oral, could not have been given. Request numbered 1, to the effect that the scope of the master's report and his findings were limited by the pleadings, and request numbered 2, to the effect that the bill seeks the enforcement of a written agreement, have been given adequate effect in the entry of the final decree and in this opinion. The decree established the facts found by the master as facts in the case. It was the duty of the trial judge and is the duty of this court on appeal from the final decree to see that the final decree is such as the law requires upon the facts found by the master and the proper inferences therefrom. *Foot* v. *Bauman*, 333 Mass. 214, 219, and cases cited.

4. The master did not err in the challenged rulings on evidence. As the defendant's argument is scarcely more than a suggestion of error, our discussion will be nearly as brief. In so far as one Andonian, "representative of United," was asked on the witness stand as to his own authority this was admissible. *DuBois* v. *Powdrell*, 271 Mass. 394, 397, and cases cited. In so far as he was asked what had been said during the negotiations by one Ellis,

labor relations consultant for the defendant, as to the authority of the defendant's committee, there was independent evidence of the committee's authority. *Id.* Restatement: Agency (2d) § 285. Also, as there was no specific objection, the evidence was admissible to show for whom [fol. 121] the members purported to act. *Wilson* v. *Davison*, 242 Mass. 237, 242. *Friend Lumber Co. Inc.* v. *Armstrong Bldg. Finish Co.*, 276 Mass. 361, 367-368. *Commonwealth* v. *Connolly*, 308 Mass. 481, 492-493. Requests numbered 6, 7, 8, and 9 presented to the master are not shown to have been erroneously denied.

5. The record contains 113 printed pages. Neither brief is a compliance with Rule 15 of the Rules for the Regulation of Practice before the Full Court (1952) as amended, 337 Mass. 818-819, which requires reference by pages to the record in stating alleged facts and previous proceedings. Had appropriate motions been made, we might have struck the briefs from the files. See *Marshall* v. *Crane*, Mass. .[1] In a suitable case we stand ready to take such action of our own motion.

6. Let the following entries be made: Interlocutory decrees affirmed. Final decree affirmed with costs of appeal.

So Ordered.

[fol. 122]

IN THE SUPERIOR COURT OF WORCESTER COUNTY

JOHN F. COURTNEY, *et al.*

—v.—

CHARLES DOWD BOX CO., INC.

FINAL DECREE AFTER RESCRIPT—Entered December 5, 1960

This cause came on to be further heard after rescript from the Supreme Judicial Court and was argued by coun-

[1] Mass. Adv. Sh. (1959) 1619.

sel; thereupon, upon consideration thereof, it is Ordered, Adjudged and Decreed that:

1—The Contract between Charles Dowd Box Co., Inc. and the United Steelworkers of America, AFL-CIO, Exhibit 8 attached to the Master's Report herein, is valid and binding on the parties thereto.

2—The Defendant is indebted to the members of the class on whose behalf the named Complainants brought suit as is set forth below, together with interest from and after April 11, 1958 in the amounts set forth below, together with costs in the amount of $73.30.

3—The Defendant is ordered to pay forthwith the amounts set forth below to the members of the class named below.

[fol. 123]

Name	*Principal*	*Interest to 12/5/1960*	*Total*
Clifford G. Allard	$282.31	$44.92	$327.23
John P. Anderson	366.67	58.34	425.01
Julian T. Antanavica	82.49	13.12	95.61
George G. A. Asplund	377.07	59.99	437.06
Pedro Augusto	387.79	61.70	449.49
Edwin B. Gannister	333.44	53.05	386.49
James A. Barr	350.19	55.72	405.91
Wilfred J. Benoit	286.30	45.55	331.85
Charles E. Blouin	178.93	28.47	207.40
Lehman L. Bolivar	310.64	49.42	360.06
Charles N. Bosley	174.36	27.74	202.10
Richard Boudreau	311.22	49.52	360.74
Francis R. Brailey	134.10	21.34	155.44
Raymond J. Brewer	367.88	58.53	426.41
Edwin C. Briggs	297.45	47.32	344.77
Charles L. Brown	381.02	60.62	441.64
Stanley J. Burdzel	251.55	40.02	291.57
Lewis R. Burnett	363.11	57.77	420.88
Joseph D. Carpinetti	102.33	16.28	118.61
Alfred Carrier	414.47	65.94	480.41

Name	*Principal*	*Interest to 12/5/1960*	*Total*
Frank Ceredona	350.04	55.69	405.73
Adelard Chamberland	343.70	54.68	398.38
Stephen V. Chiras	397.58	63.25	460.83
Margaret Ciccolini	332.69	52.93	385.62
Raymond E. Clark	342.57	54.50	397.07
Mihail Cocavessis	373.06	59.35	432.41
Earl E. Cofsky	367.02	58.39	425.41
[fol. 124]			
Harvey J. Cofsky	243.02	38.66	281.68
John W. Cofsky	365.72	58.19	423.91
Walter E. Cofsky	356.42	56.71	413.13
Hector O. Courtemanche	186.81	29.72	216.53
John F. Courtney	311.30	49.53	360.83
Lester G. Cuddeback	573.26	91.21	664.47
Dimitri J. Dallas	74.64	11.88	86.52
William E. Davis	329.76	52.46	382.22
Michael J. Demoga	35.13	5.59	40.72
Richard H. Desrosiers	452.39	71.98	524.37
Salvatore P. Distefano	518.25	82.45	600.70
Thomas G. Donnelly	17.70	2.82	20.52
Richard Drake	114.24	18.18	132.42
Richard W. Dumphy	519.56	82.66	602.22
Donald D. Elliot	89.33	14.21	103.54
Mary E. Emond	299.36	47.63	346.99
Roy Faneuff	341.82	54.38	396.20
Raymond C. Faubert	610.04	97.06	707.10
William Fitzgerald	355.72	56.60	412.32
Mary J. Foley	279.06	44.40	323.46
Joseph P. L. Gagne	316.70	50.39	367.09
Alfred Gagnon	350.23	55.72	405.95
Armand Gagnon	408.79	65.04	473.83
Edward F. Gilfoy	373.70	59.46	433.16
Louis Giorgio	13.28	2.11	15.39
Anthony Gircys	367.35	58.45	425.80
Donald B. Gullbrand	131.90	20.99	152.89
Evert J. Gustafson	281.11	44.72	325.83
Stanley Gustafson	402.17	63.99	466.16

[fol. 125]

Name	*Principal*	*Interest to 12/5/1960*	*Total*
William D. Hackett	116.35	18.51	134.86
James Harkins	371.87	59.16	431.03
Francis A. Hazzard	341.09	54.27	395.36
Robert Hearnlaye	183.99	29.27	213.26
Richard M. Heath	413.99	65.87	479.86
George E. Houle	386.40	61.48	447.88
William Hoye	431.21	68.61	499.82
Gordon E. Hutchins	381.59	60.71	442.30
Joseph G. Ignasiak	514.11	81.79	595.90
Joseph R. Jacques	352.98	56.16	409.14
Walter E. Johnson	182.75	29.08	211.83
John Kavorkian	401.41	63.86	465.27
Charles DerKazarian	461.97	73.50	535.47
Richard I. Kemp	398.70	63.43	462.13
Chester F. Krakowski	149.09	23.72	172.81
John D. Krafve	132.87	21.14	154.01
Jonas Krisiulevicius	439.54	69.93	509.47
John Z. Kuderian	425.76	67.74	493.50
Lucian Laferriere	324.16	51.57	375.73
Clifford A. Lamere	421.72	67.10	488.82
William E. Lamonda	406.44	64.66	471.10
Carl H. Landin, Jr.	344.17	54.76	398.93
Henry L. Landry	301.53	47.97	349.50
Leon J. Latino	138.56	22.04	160.60
Calvin A. Lester	400.42	63.71	464.13
Clarence E. Lusignan	229.68	36.54	266.22
Joseph H. Marcotte	346.56	55.14	401.70
Raymond R. Martin	220.16	35.03	255.19
[fol. 126]			
Lawrence G. McCarl	563.13	89.59	652.72
Eugene A. McClure	324.64	51.65	376.29
Thomas W. McLaughlin	276.07	43.92	319.99
Arthur H. McLean	472.24	75.13	547.37
John V. Miller	550.15	87.53	637.68
Arthur G. Monast	402.77	64.08	466.85
Raymond A. Mondville	465.54	74.07	539.61

Name	*Principal*	*Interest to 12/5/1960*	*Total*
Jack Mosley	356.53	56.72	413.25
Francis G. Mousseau	344.04	54.74	398.78
Robert D. Mullaney	432.39	68.79	501.18
Ronald M. Narva	416.24	66.22	482.46
Frederick C. Nist	429.31	68.30	497.61
Carl K. Orne	340.97	54.25	395.22
Johnson R. Paige	490.04	77.97	568.01
Robert A. Patterson	327.74	52.14	379.88
Einar R. Pearson	111.74	17.78	129.52
Paul P. Pederson	586.47	93.31	679.78
Omer A. Perron	336.48	53.53	390.01
Walter A. Petkiewicz	253.40	40.32	293.72
James P. Pignataro	390.96	62.20	453.16
Frederick J. Pilat	319.21	50.79	370.00
Theodore J. Plotczyk	404.62	64.38	469.00
Robert P. Prendiville	305.05	48.53	353.58
Armand Prunier	191.62	30.49	222.11
Stephen C. Publicover	434.32	69.10	503.42
Donald A. Rackauskas	424.90	67.60	492.50
Anthony Raudonis	375.15	59.69	434.84
Richard Raskett	183.88	29.26	213.14
[fol. 127]			
Donald L. Raymond	467.39	74.36	541.75
Glenn A. Rich	474.25	75.45	549.70
Alfred G. Richard	369.13	58.73	427.86
Robert J. Richard	363.10	57.77	420.87
Roy M. Richardson	340.45	54.17	394.62
Robert W. Ritchie	275.31	43.80	319.11
Albert Roy	323.45	51.46	374.91
Camille G. Roy	341.48	54.33	395.81
Fernand R. Roy	377.12	60.00	437.12
Kenneth C. Robbins	454.72	72.35	527.07
Richard W. Robbins	20.13	3.20	23.33
John R. Ruggieri	384.50	61.17	445.67
John Rzeznikiewicz	328.97	52.34	381.31
Robert A. Santomenno	433.52	68.97	502.49
Arthur Senecal	420.58	66.91	487.49

Name	*Principal*	*Interest to 12/5/1960*	*Total*
Irene D. Sheard	299.53	47.66	347.19
John P. Shutts	456.60	72.65	529.25
Joseph J. Sliva	448.84	71.41	520.25
John T. Small	424.43	67.53	491.96
Allen G. Spangenberg	398.02	63.32	461.34
Paul Spiewak	84.59	13.46	98.05
Harold L. Spinney	407.98	64.91	472.89
Robert C. Spring	457.60	72.80	530.40
Pauline M. Stumpf	291.63	46.40	338.03
Joseph A. Sutter	501.48	79.79	581.27
Richard G. Sweares	480.92	76.51	557.43
Arthur E. Taylor	170.76	27.17	197.93
[fol. 128]			
Leon A. Tebo	493.86	78.57	572.43
Napoleon C. Tetreault	405.61	64.53	470.14
Andres F. Tripaldi	580.77	92.40	673.17
Beverly Van Patten	248.08	39.47	287.55
Theodore R. Wilkins	303.40	48.27	351.67
Reino I. Williamson	349.91	55.67	405.58
Willis M. Woodman	468.45	74.59	543.44
John P. Zalieckas	553.49	88.06	641.55
Joseph A. Zalieckas	485.69	77.27	562.96
Edward J. Zylinski	405.69	64.55	470.24
Clifford T. Hartman	372.71	59.30	432.01
Ralph A. Thulin	343.08	54.58	397.66

4—The clerk shall issue a writ of execution upon this Decree.

By the Court (Peece, J.)

Entered December 5, 1960

The above Decree may be entered.

Wilfred B. Feiga, Assistant Clerk.

[fol. 129] Clerk's Certificate to foregoing transcript (omitted in printing).

[fol. 130]

SUPREME COURT OF THE UNITED STATES

No. 641—October Term, 1960

CHARLES DOWD BOX CO., INC., Petitioner,

—v.—

JOHN F. COURTNEY, et al., etc.

ORDER ALLOWING CERTIORARI—February 20, 1961

The petition herein for a writ of certiorari to the Superior Court of the Commonweath of Massachusetts, Worcester County, is granted.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.